

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



AGENDA FOR THE REGULAR MEETING OF THE

CITY COUNCIL

HOUSING AUTHORITY

AUGUST 28, 2019

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

**CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER**

ALBERT F. AMBRIZ
MAYOR

LARRY G. BURROLA
MAYOR PRO TEM

MARK A. BRECEDA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

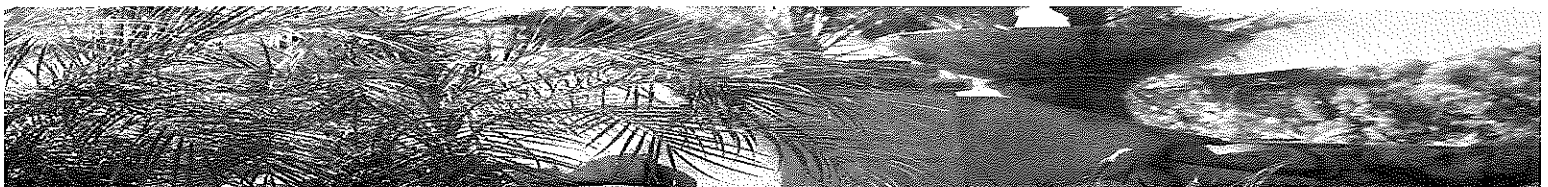
H. MANUEL ORTIZ
COUNCILMEMBER

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 6:00 P.M.1. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

- A) Property: United Rock Products Corporation Pit #3
1136 Meridian Street
APN: 8531-032-009, 8531-033-007 and 8531-034-026
Negotiating Parties: City of Irwindale & United Rock Products Corp.
Under Negotiations: Price and terms of potential acquisition
Conflict of Interest: None
- B) Property: 4826 Baca Avenue
Negotiating Parties: Housing Authority and IMD Enterprises, LLC
Under Negotiation: Price and Terms
Conflict of Interest: Breceda and Garcia
- C) Property: 2424 Mountain Avenue
8534-001-901
Negotiating Parties: Housing Authority and IMD Enterprises, LLC
Under Negotiation: Price and Terms
Conflict of Interest: Breceda and Garcia
- D) Property: 2428 Mountain Avenue
Negotiating Parties: IMD Development and Housing Authority
Under Negotiation: Price and terms of sale
Conflict of Interest: Breceda and Garcia
- E) Property: 5134 Irwindale Avenue
Negotiating Parties: Housing Authority and IMD
Under Negotiation: Price and terms
Conflict of Interest: Breceda and Garcia
- F) Property: 4605 N. Nora Avenue
APN 8417-002-050
Negotiating Parties: Housing Authority and IMD
Under Negotiations: Price and Terms of sale
Conflict of Interest: Garcia and Ortiz
(Based on the drawing of straws on October 10, 2018)

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

- A) Name of Case: City of Baldwin Park vs. City of Irwindale
 Case Number: BS171622
 Conflict of Interest: None

- B) Name of Case: Waste Management vs. City of Irwindale
 Case Number: BS171509
 Conflict of Interest: None

ADJOURN

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz**
- E. REPORT FROM CLOSED SESSION**
- F. CHANGES TO THE AGENDA**
- G. COUNCIL MEMBER TRAVEL REPORTS**
- H. ANNOUNCEMENTS**
- I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Chamber of Commerce Quarterly Update
 - 2. Chamber of Commerce Business of the Month – Kaiser Permanente
 - 3. Recognition of Irwindale Young Citizen of the Year participants

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes unless such time limit is extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

None for approval

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Senior Nutrition Program Contract Service Agreement with Bateman Community Living

Recommendation: (1) **Adopt Resolution No. 2019-43-3127** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING A CONTRACT SERVICES AGREEMENT WITH BATEMAN COMMUNITY LIVING FOR THE SENIOR CENTER NUTRITION MEAL PROGRAM" reading by title only and waiving further reading thereof; (2) authorize the City Manager to execute the contract in the amount of \$57,420 with Bateman Community Living, to be effective retroactive to July 1, 2019, subject to approval as to form by the City Attorney; and (3) authorize the issuance of a Purchase Order to Bateman Community Living in the amount of \$57,420.

D. Approve, Appropriate, and Waive the Bidding Process for the Median Island Lighting Project

Recommendation: (1) **adopt Resolution No. 2019-44-3128** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROPRIATING FUNDS, WAIVING FORMAL BIDDING PROCEDURES, AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR MEDIAN ISLAND LIGHTING PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C); AND (2) authorize the City Manager to approve the purchase of median island lighting and all accessories.

2. NEW BUSINESS

3. PUBLIC HEARINGS

- A. Site Plan and Design Review (DA) No. 01-2019 - Proposed Canopy over electric vehicle charging stations for Foothill Transit buses

Recommendation: **Adopt Resolution No. 2019-42-3126** approving Site Plan & Design Review (DA) No. 01-2019.

Alternative Actions:

- (1) Direct staff to prepare a resolution or resolutions of denial based on recommended findings of fact to be brought back at the next regularly scheduled City Council meeting for adoption; OR
- (2) Direct staff to work with the applicant to revise the project and continue the hearing to a date certain.

4. CITY MANAGER'S REPORT

5. AGENDA ITEM REQUESTS BY COUNCIL MEMBERS

6. ADJOURN

HOUSING AUTHORITY

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

No Items for Consent Calendar

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council and Housing Authority, to be held on August 28, 2019 be posted at the City Hall, Library, and Post Office on August 22, 2019.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

August 2019

August 1 - 15, 2019



Reference Number	Vendor Name	Date	Amount
ACH	EDD	8/7/2019	19,590.96
ACH	Federal Tax	8/7/2019	52,698.01
ACH	ICMA	8/1/2019	210.39
ACH	PARS-PT	8/1/2019	2,184.82
ACH	PARS-FT	8/1/2019	22,284.84
ACH	ICMA	8/15/2019	213.39
ACH	PARS-PT	8/15/2019	2,298.15
ACH	PARS-FT	8/15/2019	16,681.50
ACH	Nationwide-457 Plan & Trust	8/1/2019	10,686.30
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	8/1/2019	1,917.00
ACH	Nationwide-457 Plan & Trust	8/15/2019	11,743.24
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	8/15/2019	2,192.00
ACH	CalPERS-Medical	8/1/2019	208,123.77
ACH	CalPERS	8/7/2019	72,111.45
ACH	PARS-Public Agency Retirement Services	8/14/2019	5,120.00
Report Total:			428,055.82

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 8/22/2019 5:02 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
69266	DIVISI01	Division of the State Architect	08/08/2019	346.55
69267	ALVA05	Sonia Alvarado	08/08/2019	600.00
69268	ARIAS01	Michael Arias	08/08/2019	1,605.57
69269	Ayala01	Leonor Ayala	08/08/2019	412.50
69270	BURGUA01	Rene Burguan	08/08/2019	3,400.00
69271	CALIFO03	California JPIA	08/08/2019	375.00
69272	CHARTE01	Charter Communications	08/08/2019	75.76
69273	CHIRINO	Gina Chirino	08/08/2019	460.00
69274	DEPATI01	Jeanette DePatie	08/08/2019	360.00
69275	GASCOM	Gas Company, The	08/08/2019	1,472.72
69276	MIRAND25	Blanche V. Miranda	08/08/2019	600.00
69277	OLIVAR01	Theresa Olivares	08/08/2019	597.85
69278	OPTUM01	OptumRx, Inc.	08/08/2019	42,853.90
69279	RODRIG21	Daniel G. Rodriguez	08/08/2019	5.00
69280	SIMPSON01	Marilyn Simpson	08/08/2019	603.00
69281	TPX 01	TPX Communications	08/08/2019	2,123.88
69282	VALLEY01	Valley County Water District	08/08/2019	9,451.80
69283	VISION01	Vision Service Plan - (CA)	08/08/2019	1,631.49
69284	WAGONER	Pamela Wagoner	08/08/2019	315.00
69285	BLX01	BLX Group LLC	08/15/2019	2,200.00
69286	CLIFFO02	CliffordMoss LLC	08/15/2019	12,500.00
69287	CPOA	CPOA	08/15/2019	226.00
69288	GOLDEN01	Golden Optometric Group	08/15/2019	2,252.00
69289	PHASEII	PARS	08/15/2019	8,500.00
69290	PRESLE01	Chery Presley	08/15/2019	5.00
69291	ROSENO	Rosenow Spevacek Group Inc	08/15/2019	9,576.25
69292	AMERIC34	American Fidelity Assurance Co	08/15/2019	1,913.64
69293	ARIAS01	Michael Arias	08/15/2019	54.74
69294	AT&T06	AT & T	08/15/2019	1,661.65
69295	BOUNCE01	Bounce Around	08/15/2019	150.00
69296	CALIFO02	California American Water	08/15/2019	626.34
69297	CARDEN01	Rudy Cardenas	08/15/2019	150.00
69298	CHEN01	Carol Cheney	08/15/2019	300.00
69299	FRONT01	Frontier Communications	08/15/2019	416.23
69300	GARCIA05	Yolanda Garcia	08/15/2019	38.50
69301	GOLDEN01	Golden Optometric Group	08/15/2019	1,566.00
69302	SOUTHE17	Golden State Water Company	08/15/2019	636.19
69303	HOMED	Home Depot Credit Services	08/15/2019	864.35
69304	PADILLAM	Melissa Marez	08/15/2019	56.27
69305	MORFIN01	Frances Morfin	08/15/2019	300.00
69306	PITNEY06	Pitney Bowes, Inc	08/15/2019	236.52
69307	SMART&	Smart & Final	08/15/2019	849.90
69308	SCE02	Southern California Edison	08/15/2019	41,570.48
69309	SOUTHE24	Southern California Edison	08/15/2019	7,018.25
69310	SOUTHE24	Southern California Edison	08/15/2019	400.00
69311	TEXAS01	Texas Life Insurance Co.	08/15/2019	1,488.95
69312	TPX 01	TPX Communications	08/15/2019	2,127.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
69313	verizonw	Verizon Wireless	08/15/2019	2,784.48
69314	CALIFO56	California State Disbursement Unit	08/15/2019	389.42
69315	CITY01	City of Hope	08/15/2019	64.00
69316	IMEA	Irwindale Mgmt Employee Assoc.	08/15/2019	400.00
69317	IRWIND02	Irwindale Police Officers Assoc.	08/15/2019	2,991.70
69318	LOSANG31	Los Angeles County Sheriff's Dept.	08/15/2019	45.11
69319	SECRET01	Secretary Of State	08/19/2019	40.00
69320	SECRET01	Secretary Of State	08/19/2019	40.00
69321	BANKOF03	Bank of The West	08/21/2019	958.14
69322	BANKOF03	Bank of The West	08/21/2019	12,350.70
69323	AECOM01	AECOM Technical Services Inc.	08/28/2019	447.27
69324	ALESHIRE	Aleshire & Wynder, LLP	08/28/2019	33,707.01
69325	BAKER01	Baker & Taylor Books	08/28/2019	18.77
69326	BILLST	Bill's Truck Repair, Inc.	08/28/2019	858.64
69327	BRITEW	Brite Works	08/28/2019	9,277.00
69328	CALIFA01	Califa Group	08/28/2019	5,135.40
69329	CITYOF18	City of Santa Fe Springs	08/28/2019	2,847.05
69330	LOSANG33	County of Los Angeles	08/28/2019	182,383.57
69331	DELONG	Delong Unlimited	08/28/2019	1,261.26
69332	DESIGN04	Design Concepts Consulting, Inc.	08/28/2019	7,015.00
69333	FS01	F.S. Contractors, Inc.	08/28/2019	15,848.94
69334	FCG01	FCG Consultants Inc.	08/28/2019	40,843.37
69335	GARVEY	Garvey Equipment Co	08/28/2019	526.65
69336	GEOLOG	Geologic Associates	08/28/2019	31,988.22
69337	HDL01	Hdl Software, LLC	08/28/2019	38.51
69338	LAWREN05	Daniel Lawrence	08/28/2019	1,690.70
69339	MERCUR	Mercury Fence Co., Inc.	08/28/2019	2,625.00
69340	PPDE02	American Contractors Indemnity Co. P & P	08/28/2019	73,264.97
69341	PHASEII	PARS	08/28/2019	1,750.00
69342	PRO02	Pro Air Conditioning	08/28/2019	1,520.00
69343	ROSENO	Rosenow Spevacek Group Inc	08/28/2019	112.50
69344	WESTCO05	West Coast Arborists, Inc.	08/28/2019	4,290.00
69345	AIPART	A-1 Party Rentals	08/28/2019	280.00
69346	ADVANT	Advantage Ford	08/28/2019	19.95
69347	AECOM01	AECOM Technical Services Inc.	08/28/2019	447.27
69348	ALLISO01	Allison Mechanical, Inc	08/28/2019	22,450.07
69349	ALTE01	Alternative Hose Incorporated	08/28/2019	11.46
69350	ARROWA	Arrow Automotive Service	08/28/2019	898.94
69351	AZBUS01	A-Z Bus Sales	08/28/2019	989.02
69352	B&BTIR	B & B Tires Service	08/28/2019	20.00
69353	BAKER01	Baker & Taylor Books	08/28/2019	34.83
69354	BALLOO	Balloons 'N' More	08/28/2019	25.00
69355	BATE01	Bateman Community Living, LLC	08/28/2019	3,636.60
69356	BRITEW	Brite Works	08/28/2019	9,277.00
69357	CALBLE	Cal Blend Soils, Inc.	08/28/2019	214.62
69358	CALIFO25	California Library Association	08/28/2019	725.00
69359	CCAC01	CCAC	08/28/2019	50.00
69360	CINTAS	Cintas Corporation #693	08/28/2019	292.98
69361	CITYOF05	City Of Diamond Bar	08/28/2019	25.00
69362	CIVIC02	CivicPlus	08/28/2019	5,687.51
69363	CODUTO	Donald P. Coduto	08/28/2019	9,070.00
69364	COMPLE01	Complete Paperless Solutions	08/28/2019	4,790.00
69365	CPRSCA	CPRS Park & Recreation	08/28/2019	525.00
69366	CUSTOM01	Custom Signs, Inc.	08/28/2019	197.10
69367	DESIGN04	Design Concepts Consulting, Inc.	08/28/2019	12,580.00
69368	DOGWAS01	Dog Waste Depot	08/28/2019	114.39
69369	ELITEE	Elite Elevator, Inc.	08/28/2019	350.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
69370	FEDEX	FedEx	08/28/2019	41.81
69371	GAMMIL01	Gammill Electric, Inc.	08/28/2019	5,760.00
69372	GHL01	GHL Inc	08/28/2019	1,071.00
69373	HASA01	Hasa Inc.	08/28/2019	1,554.36
69374	HDLCOR	HdL Coren & Cone	08/28/2019	2,320.00
69375	INTERS02	Interstate Batteries	08/28/2019	140.63
69376	IRWIND23	Irwindale Business Center	08/28/2019	489.98
69377	IRWIND04	Irwindale Chamber Of Commerce	08/28/2019	9,166.66
69378	IRWIND21	Irwindale Hand Wash & Auto Detail	08/28/2019	863.51
69379	JOHNNY02	Johnny's Pool Service	08/28/2019	489.33
69380	JUSTIRE	Just Tires	08/28/2019	708.74
69381	MCMILLAN	Kent McMillian	08/28/2019	4,500.00
69382	KEYSER	Keyser Marston Associates, Inc	08/28/2019	772.50
69383	KINGBO	King Bolt Co.	08/28/2019	80.42
69384	KJSERV01	KJ Services Enviromental Consulting LLC	08/28/2019	1,763.75
69385	LAND01	Land Design Consultants, Inc.	08/28/2019	1,677.50
69386	LANDSC	Landscape Warehouse Inc.	08/28/2019	979.65
69387	LAWREN05	Daniel Lawrence	08/28/2019	10,000.00
69388	LPC01	LCP General Construction	08/28/2019	307.97
69389	COUNTY07	Los Angeles County	08/28/2019	458.00
69390	MARIPO	Mariposa Landscapes, Inc.	08/28/2019	13,800.00
69391	OFFICE03	Office Depot	08/28/2019	5,893.16
69392	PRAXAI	Praxair	08/28/2019	78.76
69393	RICOH01	Ricoh USA, Inc	08/28/2019	1,212.36
69394	ROSENO	Rosenow Spevacek Group Inc	08/28/2019	412.50
69395	S&SWORLE	S&S Worldwide	08/28/2019	32.84
69396	SCYAMA	S.C. Yamamoto, Inc.	08/28/2019	4,490.00
69397	MARUNA	Masataka Sakaue	08/28/2019	262.28
69398	SANGAB11	San Gabriel Valley Newspaper	08/28/2019	2,930.00
69399	SCFUELS	SC Fuels	08/28/2019	4,638.33
69400	SIERRA02	Sierra Chrysler/Dodge/Jeep/Ram	08/28/2019	106.00
69401	SWANK01	Swank Motion Pictures, Inc.	08/28/2019	350.00
69402	NORTHR	The Northridge Group, Inc.	08/28/2019	4,312.07
69403	VORTEX	Vortex Industries	08/28/2019	510.00
69404	WALT01	Walters Wholesale Electric Co.	08/28/2019	142.99
69405	WESTCO05	West Coast Arborists, Inc.	08/28/2019	1,078.00
Report Total (140 checks):				758,594.50

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2019
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Senior Nutrition Program Contract Service Agreement with Bateman Community Living

City Manager's Recommendation:

It is recommended that the City Council:

1. Approve Resolution No. 2019-43-3127, **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING A CONTRACT SERVICES AGREEMENT WITH BATEMAN COMMUNITY LIVING FOR THE SENIOR CENTER NUTRITION MEAL PROGRAM"**, reading by title only and waiving further reading thereof; and
2. Authorize the City Manager to execute the contract in the amount of \$57,420.00 with Bateman Community Living, to be effective retroactive to July 1, 2019, subject to approval as to form by the City Attorney.
3. Authorize the issuance of a Purchase Order to Bateman Community Living in the amount of \$57,420.00.

Background and Analysis:

The City of Irwindale has contracted with Morrison Management Specialist's to provide meals for the Senior Center's Nutritional Lunch Program since 2003. The meals for this program consist of lunches provided Monday – Friday, except when there is a special event or the monthly birthday breakfast celebration. There are approximately 40 seniors served at the senior center and an additional 10-15 homebound senior meals delivered. The City does not have a current contract and is currently receiving services on a month to month basis.

In January 2018, the City released a RFP and received two (2) proposals for the Senior Center Nutrition Program. During staff review, it was determined that Morrison's was the most responsive proposal received. As staff prepared the contract, Morrison's sold their business to Bateman Community Living. Bateman Community Living is accepting the terms agreed to by Morrison's. Staff is recommending that the City Council approve the proposed contract with Bateman Community Living. In 2018, the cost per meal was \$3.95 and Bateman is currently proposing a cost per meal of \$4.07, which is a 3% increase from the previous year.

Staff requests that the contract be approved retroactive to July 1, 2019 since staff engaged the services of Bateman Community Living for the senior meals beginning on such date so as to avoid interruption in the program. The contract is for five (5) years and may be extended for two (2) one (1) year extensions. Additionally, the contract amount is subject to an annual CPI increase, not to exceed 3% per year.

Fiscal Impact:

Funds for this contract have been appropriated in the Fiscal Year 2019-20 budget.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: (electronically approved by F. Galante on 8/22/19) (Initial of Legal Counsel)

Prepared By/Contact: Eloise Beltran, Senior Center Manager
Phone: (626) 430-2286


William Tam, City Manager

Attachment(s)

1. RESOLUTION NO. 2019-43-3127, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING A CONTRACT SERVICES AGREEMENT WITH MORRISON MANAGEMENT SPECIALIST'S FOR THE SENIOR CENTER NUTRITION MEAL PROGRAM".
2. City of Irwindale Contract Services Agreement for Senior Center Nutrition Meal Program

RESOLUTION NO. 2019-43-3127

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING A CONTRACT SERVICES AGREEMENT WITH BATEMAN
COMMUNITY LIVING FOR THE SENIOR CENTER NUTRITION PROGRAM**

WHEREAS, the City of Irwindale ("City") Senior Center established a senior nutrition lunch program in 2003; and

WHEREAS, the estimated annual cost to provide this program in fiscal year 2019-2020 is \$57,420.00; and

WHEREAS, the meals for this program consist of lunches provided Monday – Friday, except when there is a special event or the monthly birthday breakfast celebration. There are approximately 40 seniors served at the senior center and an additional 10-15 homebound senior meals delivered; and

WHEREAS, in January 2018 the City released a Request for Proposals and received two (2) proposals, and staff determined that Morrison's was the most responsive proposal received; and

WHEREAS, Morrison has since sold their business to Bateman Community Living and Bateman Community Living accepts the terms agreed to by Morrison's.

WHEREAS, Staff is recommending that the City Council approve the proposed contract with Bateman Community Living. The contract is for five (5) years and may be extended for two (2) one (1) year extensions. The contract amount is subject to an annual CPI increase, not to exceed 3% per year.

NOW, THEREFORE, the City Council of the City of Irwindale does hereby find and determine as follows:

SECTION 1. The City Council approves the Contract Services Agreement for Senior Center Nutrition Program with Bateman Community Living, subject to approval as to form by the City Attorney's office.

SECTION 2. A purchase order issued to Bateman in the amount of \$57,420.00 is retroactively approved to July 1, 2019 for the Senior Center Nutrition Program.

SECTION 3. The Chief Deputy City Clerk shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

SECTION 4. The City Manager and/or any authorized officers are hereby authorized to take such actions, perform such acts as may be necessary to implement this Resolution.

Albert F. Ambriz, Mayor

ATTEST

Laura M. Nieto
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-43-3127 was adopted at a regular meeting of the City of Irwindale held on August 28, 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, Chief Deputy City Clerk
City of Irwindale

CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
MEALS FOR THE SENIOR CENTER NUTRITION PROGRAM

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of July, 2019 (the "Effective Date"), by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and Bateman Community Living (herein "Consultant" or "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Fifty-Seven Thousand Four Hundred Twenty Dollars (\$57,420.00) ("Contract Sum"). On each anniversary of the Effective Date, the rates listed on Exhibit C and the Contract Sum shall be increased by the CPI Adjustment (as defined herein), but in no event to exceed the maximum amount of three percent (3%) in any year. "CPI Adjustment" is the annual price escalator obtained from the Consumer Price Index for All Urban Consumers, U.S. City Average, "Food Away From Home", Series Id: CUUR0000SEFV (Not Seasonally Adjusted) as measured against the most recently published twelve (12) month period.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all meals provided during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will pay Consultant within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that to the extent a delay is due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Except for CPI Adjustments made pursuant to Section 2.1 above, any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days must be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions,

riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until terminated but not to exceed five (5) years; provided, however, that the Contract Officer may approve an extension, in writing, of the term for a cumulative maximum of two (2) one (1) year extensions for Contractor to provide services for such additional years, without the requirement of any official action by the City Council of the City or an amendment to this Agreement, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Richard D. Hoelzel, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. William Tam, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all

times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company with an assigned A.M. Best ratings of not less than A:VII (or higher) currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above,

the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(m) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(n) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(o) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(p) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where to the extent the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

6. **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement, and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City. The foregoing provision shall not apply to Consultant's recipes, processes, or procedures manuals.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

8. Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or

otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or

approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is

bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

Bateman Community Living, LLC

By: _____

Name: Keith Cullinan

Title: President

By: _____

Name: Julie Hennechy

Title: Secretary

Address: 101 Pine Park Drive

Lafayette, LA 70508

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

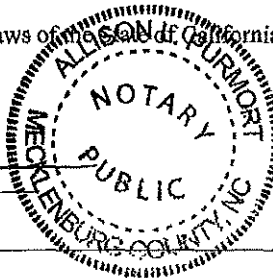
COUNTY OF LOS ANGELES

On 7/9, 2010 before me, Allison Putnam, personally appeared Julie Henney proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> <p align="center">TITLE(S)</p>	<div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> <p align="center">TITLE OR TYPE OF DOCUMENT</p>
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> <p align="center">GENERAL</p>	<div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> <p align="center">NUMBER OF PAGES</p>
<input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ <div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div>	<div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> <p align="center">DATE OF DOCUMENT</p>
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) <div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div>	<div style="border-bottom: 1px solid black; width: 150px; margin-top: 5px;"></div> <p align="center">SIGNER(S) OTHER THAN NAMED ABOVE</p>

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

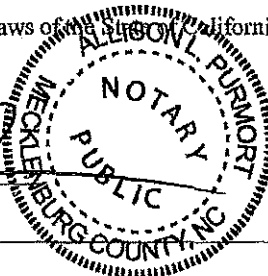
COUNTY OF LOS ANGELES

On 7/9/2016 before me, Allison Purmort, personally appeared Keith Cullinan proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

 TITLE OR TYPE OF DOCUMENT

 TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL

 NUMBER OF PAGES

- ☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

 DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

 SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

FOOD REQUIREMENTS

Food supplies will meet all nutritional requirements of the United States Department of Agriculture (USDA) <https://www.usda.gov/topics/food-and-nutrition>. Menus will adhere to requirements of the Older American Act Nutrition Program <https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/>; see Attachment "B".

Contractor will prepare on average, 55 congregate meals (including home delivered meals) per day Monday through Friday, except on holidays designated by the City. City will give an exact number of daily preparation by 2:00 pm on the day prior to service. City will be charged a flat rate per meal.

Contractor will prepare a quantity of food necessary to assure shortages do not occur due to minor serving errors. The size of serving portions necessary to meet nutritional requirements will be communicated to the Senior Center Manager with each meal.

Contractor shall procure and keep in effect all necessary licenses, permits and food handler's card's required by law and shall post them in a prominent place in addition to state, and local laws and regulations pertaining to wages and hours of employment. All food prepared for the City will be prepared in a permitted kitchen with a health permit issued by the County of Los Angeles Department of Environmental Health. Contractor shall provide to the City a copy of the Contractor's latest Food Manager's Certificate.

Contractor shall comply with all federal, state, and local laws and regulations governing the preparing and handling of food. All meals provided shall meet the standards of the Federal Older Americans Act. Additional requirements regarding the State's Elderly Nutrition Program may be found in Title 22, California Code of Regulations, beginning with §7638.5.

Contractor will not deliver and/or serve overcooked or undercooked food items. Contractor may deliver uncooked food items if requested in advance by the City. Fresh or frozen vegetables will be cooked only to the point of tenderness as time of delivery to the City. Fresh fruit will be served daily or as requested.

Contractor shall allow City to have access to Contractor's purchase documents, food preparation, packaging and storage areas and the records which pertain to meals provided under this RFP in order to determine the adequacy of Contractor's purchasing, cleaning, health and sanitation practices.

Meal assessments shall be conducted by the City on an on-going basis. Contractor shall work with the City to comply with reasonable requests for changes in food type, preparation method and quality. Records will be maintained by the City documenting the quality of food and service received from the successful Contractor. These records will be made available upon request.

Menus that are part of the approved normal menu rotation will be standardized as to menu item name, ingredients used, preparation method and manner in which delivered to the City. All meals provided on any one day will have identical ingredient items.

The City and the Contractor will work together to approve new menu items and changes in current menu items that will be added to the menu rotation. Contractor must provide City all new menu items under consideration: ingredients, preparation method, serving method and proposed packaging for delivery. New menu items must be approved by the City before they are used.

Funding for this contract is provided through the City's General Fund.

The Senior Center is equipped with a steam table, refrigerator and freezer.

The Senior Center Manager will coordinate the day to day logistics for this program

SUPPLIES

The Contractor will supply all necessary eating utensils, napkins, and condiments. Eating utensils must be heavy duty (i.e., strong enough to support a meal without collapsing). The Contractor will deliver all additional supplies as ordered by the center's manager. Please see list of items.

- Disposable Plates – Rectangular 5 compartment
- Disposable Homebound Trays – with Compartment
- Disposable Bowls – 8oz Soup Bowls
- Disposable flatware – Bulk Pack
- Napkins – Dinner Size

DELIVERY

Meals shall be delivered as follows:

Meal Location: Irwindale Senior Center
16116 Arrow Highway CA, 91706

Number of meals Delivered each day: 55 meals

Time Food arrives on Site 10am – Monday – Friday (unless otherwise specified). This will allow the Senior Center staff to serve the food by 12 noon.

The Contractor will prepare and deliver meals according to the schedule developed by the Senior Center Manager. In addition, Contractor will follow the holiday schedule (Attachment "C") established by the Senior Center.

The Senior Center Manager reserves the right to add or delete meals sites or designate alternate meals locations, as appropriate, Subject to approval. Senior Center Manager may change the number of meals to be delivered, by notifying the Contractor by 2pm of the day prior to delivery.

The Contractor shall deliver no more than 60 minutes prior to, or 30 minutes after, the agreed upon serving time. Meals must be transported under appropriate packing, heating and cooling temperature requirements.

Senior Center Staff shall serve foods for congregate meals within two hours after food preparation has been completed. Senior Center Staff will deliver the home delivered meals utilizing a City vehicle

City will account for all meal items upon delivery and sign Contractor's receipt for those items. Discrepancies will be noted on the receipt form. Only large containers will be counted (e.g., pans, trays, cases, boxes, packages). A detailed inventory will not be conducted (e.g., number of servings, number of milk cartons, number of rolls). Each menu item will be listed as a separate line item, (e.g., "salad with dressing on the side" will be listed as "salad" and "dressing"). City shall not be required to pay for food or service not meeting the specifications outlined in this Exhibit, referenced documents and approved menus. Substandard meals may include, but are not limited to under-sized portions, missing items, over-cooked items, poor quality food items, and burnt food. Food may be procured by the City from alternate sources at City's expense if the Contractor fails to deliver meals, portions of meals or suitable meals. City has right to deduct from fees paid to Contractor the cost of food and preparation necessary to replace these meals. Even if deductions are made for missing or substandard meals, substandard meals are considered unacceptable.

Contractor must immediately inform the City after Contractor is made aware of any food item or component thereof use by Contractor that is subject to a recall from the U.S. Consumer Product Safety Commission, the Food & Drug Administration and/or the U.S. Department of Agriculture. Contractor will not use such food items and will work with the City to determine an acceptable substitute food item, if necessary, for the period during which the food item or component thereof remains recalled.

ADDITIONAL REQUEST

Contractor shall be responsible for the ordering, purchasing and payment for all food items and consumable supplies to be used in the meal preparation. Food preparation may occur at the Contractor's site and under supervision of the Contractor's employees, or at the Irwindale Senior Center under Contractor's supervision.

LICENSES AND PERMITS

Contractor shall be required to apply for, obtain, and maintain throughout the term of the Agreement all necessary licenses and permits, including a business license from the City.

**PROGRAM AND SERVICE CONTRACTOR REQUIREMENTS FOR
SENIOR NUTRITION PROGRAM
(California Code of Regulations, Title 22, § 7638.5)**

Nutrition Requirements of Meals.

(a) Compliance with dietary guidelines:

(1) In accordance with Section 339 of the OAA (42 U.S.C. 3030g-21), each meal shall provide the following to participating individuals:

(A) If the program provides one (1) meal per day, a minimum of one-third (1/3) of the in the Dietary Reference Intakes (DRIs) by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2006), which are incorporated by reference.

(B) If the program provides two (2) meals per day, a minimum of two-thirds (2/3) of the DRIs.

(C) If the program provides three (3) meals per day, one hundred (100) percent of the RDAs.

(2) Meals shall comply with the Dietary Guidelines for Americans (2005. 6th.Edition) by the U.S. Department of Health and Human Services and the USDA, which is incorporated by reference.

(b) A meal analysis approved by a registered dietitian shall be done to ensure compliance with subsection (a) above, using either:

1. (1) a meal component system, or
2. (2) a detailed nutritional analysis.

(c) Food substitutions to meals originally planned must meet the requirements of this section and be approved by a registered dietitian.

(d) Menus shall:

1. Be planned for a minimum of four (4) weeks.
2. Be posted in a location easily seen by participants at each congregate meal site.
3. Be legible and easy to read in the language of the majority of the participants.
4. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3030g-21.

**IRWINDALE SENIOR CENTER
HOLIDAY & SPECIAL EVENTS SCHEDULE
(NO LUNCH SERVICE REQUIRED)**

JANUARY

January 21, 2019 – Martin Luther King
January 25, 2019 – Monthly Birthday Breakfast

FEBRUARY

February 8, 2019 – Valentines Dance
February 22, 2019 – Monthly Birthday Breakfast

MARCH

March 15, 2019 – St. Patrick's Day Dance
March 29, 2019 – Monthly Birthday Breakfast

APRIL

April 12, 2019 – Spring Dance
April 26, 2019 – Monthly Birthday Breakfast

MAY

May 10, 2019 – Mother's Day Brunch
May 27, 2019 – Memorial Day
May 31, 2019 – Monthly Birthday Breakfast

JUNE

June 14, 2019 – Father's Day Event
June 21, 2019 – Monthly Birthday Breakfast
June 28, 2019 – Senior Prom

JULY

July 12, 2019 – Luau Dance and Potluck
July 26, 2019 – Monthly Birthday Breakfast

AUGUST

August 16, 2019 – Special Event Dance
August 30, 2019 – Monthly Birthday
Breakfast

SEPTEMBER

September 2, 2019 – Labor Day
September 13, 2019 – Mexican Independence Day Dance
September 27, 2019 – Monthly Birthday Breakfast

OCTOBER

October 25, 2019 – Monthly Birthday Breakfast

October 31, 2019 – Halloween Dance

NOVEMBER

November 15, 2019 – Thanksgiving Dinner Dance

November 22, 2019 – Monthly Birthday Breakfast

November 28 & 29 2019 – Thanksgiving Holiday

DECEMBER

December 5, 2019 – Employee's Holiday Luncheon

December 13, 2019 – Christmas Dinner Dance

December 20, 2019 – Monthly Birthday Breakfast

December 23, 2019 – January 6, 2020 – Holiday Closure

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

NONE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

Hot Home Delivered Meal	
Raw Food	\$2.03
Preparation	\$1.07
Foodservice Supplies	\$0.52
Other	\$0.40
Overhead Profit	\$0.05
Cost/Meal	\$4.07

Based on 240 service days at 55 meals per day.

- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice in accordance with Section 2.2 of the Agreement.**
- III. The total compensation for the Services shall not exceed \$ 57,420.00, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I.** The Consultant agrees to provide meals to the Irwindale Senior Citizen Center during the term of this Agreement. Meals will be delivered in accordance with the time frames identified in Exhibit A above.

- II.** The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2019

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: Approve, Appropriate, and Waive the Bidding Process for the Median Island Lighting Project

City Manager's Recommendation:

That the City Council (1) adopt Resolution No. 2019-44-3128 entitled: "A Resolution of the City Council of the City of Irwindale Appropriating Funds, Waiving Formal Bidding Procedures, and Authorizing the Issuance of a Purchase Order for Median Island Lighting per Irwindale Municipal Code Section 3.44.080 (C); and (2) authorize the City Manager to approve the purchase of median island lighting and all accessories.

Background and Analysis:

The City of Irwindale has a total of 62 median islands located on Irwindale Avenue from Cypress Street to Gladstone Street and First Street to Foothill Blvd and on Arrow Hwy/Live Oak Avenue from Vincent Avenue to Peck Road. A total of 35 median islands have landscaping including existing electrical power and palm trees. Twenty-eight of the 35 median islands are in the mining impact area and/or path of travel. In the past, these palm trees were illuminated with lighting that was installed inside the median islands and on the ground. Due to wear and tear, debris from truck traffic including mining, and water damage, the lighting in the median islands is no longer functional and beyond repair.

Staff is requesting to waive the bidding process based on Irwindale Municipal Code 3.44.080 (C), which states the formal bidding can be dispensed with when the commodity can be obtained from only one vendor. City Staff has been working with Direct Lighting over the past few months to design a lighting system and base that will illuminate these palm trees and decrease the potential of water damage from the irrigation system as well as natural rain events. Direct Lighting Sales (DLS) manufactures a complete line of outdoor poles and fixtures including sharp cutoff, dark sky compliant, custom designs, and the ability to match any fixture. DLS visits the location and then provides a custom design that will fit the needs of its customers. For the City's median lighting project, DLS custom designed and built stanchions to mount over existing concrete mounts that were made of aluminum plate and tubing then sandblasted and powder coated bronze. High performance LED Palm Tree lights were created using 60 watts, 120 thru 277 volts, heavy-duty vandal resistant knuckle, high impact tempered glass, rugged aluminum die cast housing, sandblasted and powder coated bronze, separate driver compartment with cooling fins for maximum driver and LED life. No other manufacturer's products would fit the custom design needed for Irwindale's fixtures.

The custom lighting cost is \$558 per fixture and base. Staff recently purchased 53 lighting fixtures and bases in the amount of \$29,557 for Irwindale Avenue in order to start the project. In order to finish Irwindale Avenue, an additional 15 lighting fixtures and bases will need to be purchased. The Arrow Hwy/Live Oak Avenue lighting cost is also \$558 per fixture and base. Staff has identified 200 fixtures that need to be replaced through this corridor. The cost to purchase all the required lighting to finish both Irwindale Avenue and Arrow Hwy/Live Oak Avenue is \$119,901.95.

Fiscal Impact:

This project has been budgeted in the Construction Improvement Projects (CIP) Budget, and funded by the Mining Impact Fund (13-52-800-45300-8337) in the amount of \$36,000, and the General Fund (01-52-800-45300-8337) in the amount of \$24,000.

The following outlines the revised cost for the Median Lighting Improvement Project:

	Quantity	Unit Cost	Total
Direct Lighting Sales Quote:			
Irwindale Avenue	15	557.69	8,365
Arrow Highway/Live Oak	200	557.69	111,537
Total Additional Lights to be Purchased:			119,902
Irwindale Avenue (lights already purchased)	53.00	557.69	29,557
Parts & Labor			15,000
Revised Project Cost Sub-Total:			164,459
5% Contingency (rounded)			8,241
Revised Project Cost Grand Total:			172,700
Current Project Budget			(60,000)
Additional Appropriation Needed:			112,700

Staff is requesting an appropriation totaling \$112,700 in order to complete this project. Due to twenty-eight (28) of the median islands located in the mining impact area and/or path of travel and the debris from mining trucks and dust affecting the lighting system, sixty percent (60%) of the funds for this project will come from the Mining Impact Fund Reserves in the amount of \$67,620 and the other forty percent (40%) from the General Fund Reserve in the amount of \$45,080, as illustrated below:

	General Fund	Mining Impact Fund	Total Budget
	40%	60%	100%
Revised Project Cost - Distribution By Fund	69,080	103,620	172,700
Already Budgeted	(24,000)	(36,000)	(60,000)
Additional Appropriation by Fund:	45,080	67,620	112,700

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: (approved electronically by F. Galante) (Initial of Legal Counsel)

Prepared By: Elizabeth Rodriguez, Public Works Services Manager

Phone: (626) 430-2211



William K. Tam, City Manager

RESOLUTION NO. 2019-44-3128

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROPRIATING FUNDS, WAIVING FORMAL BIDDING PROCEDURES,
AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR MEDIAN
ISLAND LIGHTING PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (C)**

WHEREAS, there are 62 median islands located in the City of Irwindale with 35 median islands with landscaping including existing electrical power and palm trees. Twenty-eight (28) of the 35 median islands are in the mining impact area and/or path of travel; and

WHEREAS, the palm trees were illuminated with lighting that is now obsolete and not functional due to wear and tear, debris from truck traffic including mining, and water damage; and

WHEREAS, Staff worked with Direct Lighting Sales to design a custom lighting fixture and base that would decrease the potential for water damage; and

WHEREAS, section 3.44.080 (C) states that the City Council can dispense with the formal bidding process when the commodity can be obtained from only one vendor and Direct Lighting Sales (DLS) has created a special design commodity for the City's Median Islands. For the City's median lighting project, DLS custom designed and built stanchions to mount over existing concrete mounts that were made of aluminum plate and tubing then sandblasted and powder coated bronze. High performance LED Palm Tree lights were created using 60 watts, 120 thru 277 volts, heavy-duty vandal resistant knuckle, high impact tempered glass, rugged aluminum die cast housing, sandblasted and powder coated bronze, separate driver compartment with cooling fins for maximum driver and LED life; and

WHEREAS, funding was budgeted in the Capital Improvement Project fund in the amount of \$60,000 (\$36,000 from the Mining Impact Fund and \$24,000 from the General Fund); and

WHEREAS, the total cost for the median island lighting project is \$172,700 and an appropriation of \$112,700, which includes a 5% contingency is required in order to complete this project. This includes the cost for City of Santa Fe Springs staff and any additional parts such as wires, screws, and bolts.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council of the City of Irwindale hereby approves an appropriation of \$112,700 for the Median Island Lighting Project. Due to twenty-eight (28) of the median islands located in the mining impact area and/or path of travel and the debris from mining trucks and dust affecting the lighting system, sixty percent (60%) of the funds

for this project will come from the Mining Impact Fund Reserves in the amount of \$67,620 and the other forty percent (40%) from the General Fund Reserve in the amount of \$45,080.

SECTION 2. That the City Council of the City of Irwindale hereby waives the formal bidding process to purchase the median island custom lighting fixtures and bases pursuant to Irwindale Municipal Code Section 3.44.080 (C).

SECTION 3. That the City Council of the City of Irwindale hereby authorizes the City Manager to enter into a purchase agreement with Direct Lighting Sales in the amount of \$119,901.95 for the purchase of the Median Island Lighting.

SECTION 4. That the Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 28TH day of August 2019.

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-44-3128 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 28th day of August 2019, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: August 28, 2019
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Site Plan and Design Review (DA) No. 01-2019
Proposed Canopy over electric vehicle charging stations for Foothill Transit buses

City Manager's Recommendation:

That the City Council take the following action:

1. Adopt Resolution No. 2019-42-3126 approving Site Plan & Design Review (DA) No. 01-2019

Alternative Actions:

1. Direct staff to prepare a resolution or resolutions of denial based on recommended findings of fact to be brought back at the next regularly scheduled City Council meeting for adoption; OR
 2. Direct staff to work with the applicant to revise the project and continue the hearing to a date certain.
-

PROJECT DESCRIPTION:

The Applicant, Foothill Transit, a public agency, is requesting a Site Plan and Design Review (DA) for the construction of a new ±8,100 square foot steel and concrete solar canopy over the existing bus parking lot on the Foothill Transit maintenance and operations facility located at 5640 Peck Road, Irwindale, CA 91706 in the M-1 (Light Manufacturing) Zone. Fourteen (14) electric vehicle direct current (DC) chargers will be installed underneath the canopy, with new electrical service provided by Southern California Edison (SCE). The electric vehicle DC chargers are not a part of this Site Plan & Design Review request. The plans for the DC charges are permitted by right and were approved for permits by the Building and Safety Department in June 2019.

In December 2018, the California Air Resources Board issued a regulation requiring public transit agencies to switch their fleet to zero emissions by 2040. Foothill Transit's executive board approved an initiative to have a 100% electric fleet by 2030. The agency currently owns 373 buses in total, all of which run on compressed natural gas (CNG) except for 33 electric battery buses. Foothill Transit is currently installing electric vehicle DC chargers in their bus

yard as part of its 100% bus fleet electrification project. This site currently provides parking for 223 buses.

The facility is located in the Cities of Irwindale and Arcadia. In 1999, the City approved Conditional Use Permit No. 99-7 to allow the construction and operation of the Foothill Transit bus operation and maintenance facility. The entire site occupies a total of 11.45 acres of land, of which 10.19 acres is within the City of Irwindale and 1.26 acres is within the City of Arcadia. The canopy would be constructed primarily on the Irwindale side of the property with an approximate 4'-0" encroachment into Arcadia for the support beams of the canopy. Due to the encroachment of the canopy into the City of Arcadia by approximately 4'-0", the City of Arcadia Building and Safety and Planning Departments were routed sets of plans for their review. They had no comments or conditions necessary for this project.

The canopy structure is being installed for Foothill Transit in order to accommodate future solar panel installation that will provide power to electric vehicle DC chargers being installed underneath the canopy. The chargers will provide service to Foothill Transit's electric bus fleet for up to 14 buses at a time. The current project will not include solar panels. Foothill Transit's future plans call for the installation of solar panels beginning in 2021 and will be phased in as additional electric buses are purchased to replace retiring CNG powered buses. The structure will occupy an area of ±8,100 square feet on the east side of the property over existing bus parking.

The proposed canopy and structure base construction consists of the following:

1. 25'-3-5/8" tall canopy structure (approximately 90'-0" long x 90'-0" wide – 8,100 square feet)
2. Four (4) 12'-0" long x 12'-0" wide x 0'-9" deep concrete slabs at the base of the four (4) support beams for the canopy
3. Bollards to protect adjacent equipment and the canopy structure

The entire site occupies a total of 11.45 acres of land over twelve (12) parcels, of which 10.19 acres is within the City of Irwindale and 1.26 acres is within the City of Arcadia. Many of the parcels are on-site are joined through lot ties. Additionally, the parcels within the City of Irwindale will be merged as one through a lot line adjustment application, which has been included as a condition of approval prior to building permit issuance.

Elevations/Building Height

The M-1 (Light Manufacturing) zone has a maximum height requirement of 35'-0". The proposed height of the canopy itself is a total of 25'-3-5/8" placing it under the maximum allowed height by over nine (9) feet. The proposed installation will be primarily composed of steel beams.

The canopy is being constructed for the future installation of roof solar panels. Section 17.68.010 – Height of penthouses and roof structures states: Penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building; fire or parapet walls, skylights, towers, roof signs, flagpoles, chimneys, smokestacks, wireless masts and similar structures may be erected above the height limits prescribed by this title. Therefore, the additional height accumulated

by the placement of roof solar panels will not be subject to the maximum height requirement of 35'-0" in the M-1 (Light Manufacturing) zone. The canopy structure itself, however, will still be subject to the maximum height requirement.

The west elevation will not be visible from the public right-of-way (Peck Road) as the administration/operations and maintenance buildings are located in the line of sight. The south elevation does not face a main arterial and is not readily visible from the public right-of-way (Clark Street). The north and east elevations will face into the adjacent mining pits which are not near any public right-of-ways.

Parking

Parking will be unaffected by the installation of the canopy as it will be placed over existing parking stalls.

Setbacks

The proposed construction meets all of the required setbacks.

Compliance with the Zoning Ordinance

The proposed project, with the recommended conditions of approval, will meet all other pertinent Development Standards for the M-1 (Light Manufacturing) zone.

PLANNING COMMISSION REVIEW:

On July 31, 2019, the Planning Commission unanimously adopted Resolution No. 748(18) recommending that the City Council approve the proposed project. The Planning Commission added a condition of approval for the design and appearance of all future canopies on the site to be consistent and uniform.

SURROUNDING LAND USES/GENERAL PLAN & ZONING DESIGNATION:

The project site is designated as Industrial/Business Park. The property is currently zoned M-1 (Light Manufacturing). The following zones and uses surround the site:

Direction	Existing Land Use	Zoning District
North	Peck Road Gravel Pit	Q, Quarry
South	Warehouse/Manufacturing	City of Arcadia
East	Hanson Quarry	M-2, Heavy Manufacturing
West	Warehouse/Manufacturing	City of Arcadia

SITE PLAN AND DESIGN REVIEW

Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the IMC, "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review."

Before any Site Plan and Design Review is approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below:

1. The proposed project is in conformance with the General Plan, zoning ordinance, and other ordinances and regulations of the City. The existing use is permitted by Conditional Use Permit No. 99-7 and all related modifications and is currently in compliance with all zoning requirements. The zoning and general plan designation are compatible with the existing use and the proposed improvement is not intensifying the use, as it is being constructed over existing bus parking stalls to provide service to Foothill Transit's electric bus fleet, a public transit agency.
2. The proposed project would have been in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.

This finding is no longer applicable as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

3. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effects on surrounding properties:
 - a. Facilities and improvements,
The proposed improvement will have little impact on the existing operations and functions already occurring on-site.
 - b. Pedestrian and vehicular ingress, egress, and internal circulation,
Access to the site will remain unchanged. Buses currently enter and leave the project via the driveway on Peck Road. Construction of the canopy at the rear of the property will not interfere with access to the site. This access is controlled by a vehicle-activated traffic signal that is aligned with an existing driveway on the west side of Peck Road. The proposal will produce virtually no extra traffic. No additional roadways will be required for the construction and operation of this project. Emergency access is provided from the southwest corner of the site via Kardashian Avenue to Clark Street.
 - c. Setbacks,
The project has been designed to comply with the required minimum setbacks for the M-1 (Light Manufacturing) zone.
 - d. Height of buildings,
The M-1 (Light Manufacturing) zone has a maximum building height of 35'-0" and the proposed canopy height measures 25'-3-5/8".
 - e. Signs,
No existing signage will be affected by the improvement to the site.
 - f. Mechanical and utility service equipment,
No mechanical or utility service equipment will be readily visible from the public right-of-way.

- g. Landscaping,
The location of the proposed improvement is completely paved and will not eliminate any existing landscaping.
 - h. Grading,
There is no large scale grading proposed on site.
 - i. Lighting,
There are no additional light fixtures that will be added as a result of this project. Furthermore, no existing light fixtures will be removed as a result of this project.
 - j. Parking,
The proposed installation will be located over fourteen (14) existing bus parking stalls. No additional parking will be required.
 - k. Drainage, and
Existing drainage will not need to be improved as a result of this project.
 - l. Intensity of land use.
The canopy and accessory equipment, which are ancillary uses, will not intensify the uses permitted under Conditional Use Permit No. 99-7.
4. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

Per IMC Section 17.70.010, subsection B.2, new structures comprising less than thirty percent of the total existing floor area within an existing corporate campus or similar development, when in compliance with all other city ordinances, are exempt from the commercial and industrial design guidelines, subject to the discretion of the planning commission or city council, as applicable. Corporate campuses are those that are planned, organized, and managed to function as a unified whole and featuring all of the following: common driveways, common parking, common signage plan, and common landscaping plan. The Foothill Transit Maintenance and Operations Facility is a corporate campus that includes administrative offices, maintenance structures and bus parking on a ±11.45 acre site. The proposed structure is an open canopy, unlike the primary focus in the design guidelines, which are fully enclosed buildings and structures and it comprises less than two percent of the total existing floor area within the campus. The design of the canopy, although functional in nature, will contribute to the sustainability of public transit and is therefore in the best interest of the surrounding community.

ENVIRONMENTAL REVIEW

The proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15311 (Class 11; Accessory Structures), which exempts the construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities.

CONCLUSION:

Based upon the project analysis, the findings of fact, and the applicant acceptance of the conditions of approval, it is Staff's opinion that the proposed Site Plan & Design Review (DA) application merits approval subject to complying with said conditions of approval and that the City Council take the following action:

1. Adopt Resolution No. 2019-42-3126 to approve the proposed Site Plan and Design Review (DA) with the attendant Conditions of Approval.

FISCAL IMPACT:

Staff has reviewed the project and does not anticipate any foreseeable impact on the City's General Fund. The project is fully funded by the Applicant.

Review:

Fiscal Impact:  (Initial of CFO)

Legal Impact: *Electronically Approved by City Attorney* (Initial of Legal Counsel)

Prepared By/Contact: Marilyn Simpson, AICP, Community Development Manager/City Planner

Phone: 626-430-2209

 FOR
William K. Tam, City Manager

Attachment(s):

A – CC Resolution No. 2019-42-3126

B – Project Plans

C – City of Irwindale Planning Commission Staff Report

RESOLUTION NO. 2019-42-3126

A RESOLUTION OF THE CITY OF IRWINDALE CITY COUNCIL TO APPROVE SITE PLAN AND DESIGN REVIEW (DA) NO. 01-2019 FOR CONSTRUCTION OF A NEW ±8,100 SQUARE FOOT STEEL AND CONCRETE CANOPY OVER AN EXISTING BUS PARKING LOT ON THE FOOTHILL TRANSIT MAINTENANCE AND OPERATIONS FACILITY LOCATED AT 5640 PECK ROAD, IRWINDALE, CA 91706 IN THE M-1 (LIGHT MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF

A. RECITALS.

- (i) David Nguyen, Proterra, Inc, 1815 Rollins Road, Burlingame, CA 94010, the Applicant, on behalf of Foothill Transit, has made a request for a Site Plan and Design Review (SP & DR (DA) No. 01-2019) pursuant to Section 17.70.010 of the Irwindale Municipal Code for the construction of a new 8,100 square foot steel and concrete canopy ("Project") located at 5640 Peck Road, Irwindale, CA 91706 ("Subject Property").
- (ii) The Subject Property is located on the east side of Peck Road, close to the northeast corner of Peck Road and Clark Street, on a ±11.45 acre site. The Subject Property is zoned M-1 (Light Manufacturing).
- (iii) The City, as the Lead Agency, has determined that, pursuant to the California Environmental Quality Act (CEQA), which lists classes of projects determined not to have a significant effect on the environment and are therefore, categorically exempt from the provisions of CEQA; the proposed Project is categorically exempt pursuant to Section 15311 (Accessory Structures); and that a Notice of Exemption (Class 11) has been prepared.
- (iv) On July 31, 2019, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application, opened the public hearing, took testimony on the Application, closed the public hearing and recommended that the City Council approve the Site Plan and Design Review, subject to the approval of a Resolution, which would detail the specific Conditions under which the Application was approved.
- (v) All legal prerequisites to the adoption of this Resolution have occurred.
- (vi) On August 28, 2019, the City Council conducted a duly noticed public hearing, as required by law, on the Application, at which time they received input from staff, the City Attorney, and the Applicant; heard public testimony; discussed the Proposed Project; closed the public hearing; and, after discussion, approved this resolution.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Irwindale as follows:

1. The City Council hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, site plans and Conditions of Approval attached hereto as Exhibit "A," this City Council hereby specifically finds as follows:

Site Plan and Design Review (DA) Permit No. 03-2017

- a. *The proposed project is in conformance with the general plan, zoning ordinance, and other ordinances and regulations of the City.*

The proposed project is in conformance with the General Plan, zoning ordinance, and other ordinances and regulations of the City. The existing use is permitted by Conditional Use Permit No. 99-7 and all related modifications and is currently in compliance with all zoning requirements. The zoning and general plan designation are compatible with the existing use and the proposed improvement is not intensifying the use, as it is being constructed over existing bus parking stalls to provide service to Foothill Transit's electric bus fleet, a public transit agency.

- b. *The proposed project is in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement.*

This finding is no longer applicable, as the Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

- c. *The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effect on surrounding properties:*

- a. Facilities and improvements,

The proposed improvement will have little impact on the existing operations and functions already occurring on-site.

- b. Pedestrian and vehicular ingress, egress, and internal circulation,

Access to the site will remain unchanged. Buses currently enter and leave the project via the driveway on Peck Road. Construction of the canopy at the rear of the property will not interfere with access to the site. This access is controlled by a vehicle-activated traffic signal that is aligned with an existing driveway on the west side of Peck Road. The proposal will produce virtually no extra traffic. No additional roadways will be required for the construction and operation of this project. Emergency access is provided from the southwest corner of the site via Kardashian Avenue to Clark Street.

- c. Setbacks,
The project has been designed to comply with the required minimum setbacks for the M-1 (Light Manufacturing) zone.
 - d. Height of buildings,
The M-1 (Light Manufacturing) zone has a maximum building height of 35'-0" and the proposed canopy height measures 25'-3-5/8".
 - e. Signs,
No existing signage will be affected by the improvement to the site.
 - f. Mechanical and utility service equipment,
No mechanical or utility service equipment will be readily visible from the public right-of-way.
 - g. Landscaping,
The location of the proposed improvement is completely paved and will not eliminate any existing landscaping.
 - h. Grading,
There is no large scale grading proposed on site.
 - i. Lighting,
There are no additional light fixtures that will be added as a result of this project. Furthermore, no existing light fixtures will be removed as a result of this project.
 - j. Parking,
The proposed installation will be located over fourteen (14) existing bus parking stalls. No additional parking will be required.
 - k. Drainage, and
Existing drainage will not need to be improved as a result of this project.
 - l. Intensity of land use.
The canopy and accessory equipment, which are ancillary uses, will not intensify the uses permitted under Conditional Use Permit No. 99-7.
- d. *The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.*

Per IMC Section 17.70.010, subsection B.2, new structures comprising less than thirty percent of the total existing floor area within an existing corporate campus or similar development, when in compliance with all other city ordinances, are exempt from the commercial and industrial design guidelines,

subject to the discretion of the planning commission or city council, as applicable. Corporate campuses are those that are planned, organized, and managed to function as a unified whole and featuring all of the following: common driveways, common parking, common signage plan, and common landscaping plan. The Foothill Transit Maintenance and Operations Facility is a corporate campus that includes administrative offices, maintenance structures and bus parking on a ±11.45 acre site. The proposed structure is an open canopy, unlike the primary focus in the design guidelines, which are fully enclosed buildings and structures and it comprises less than two percent of the total existing floor area within the campus. The design of the canopy, although functional in nature, will contribute to the sustainability of public transit and is therefore in the best interest of the surrounding community.

The proposed project complies with all City Zoning Code requirements for setback, height, and intensity of use. The proposed project will be required to comply with all City requirements for canopy/accessory structure construction.

3. The City, as the Lead Agency, determined that the project as proposed is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Class 1; Existing Facilities), which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination of the CEQA Guidelines.

4. Based upon the substantial evidence and conclusions set forth herein above, this City Council hereby approves the Application subject to the conditions set forth in Exhibit "A" attached hereto and by this reference incorporated herein, which conditions are deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

5. The Chief Deputy City Clerk shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 28th day of August 2019.

Albert F. Ambriz, Mayor

ATTEST:

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2019-42-3126 was adopted at a regular meeting of the City Council of the City of Irwindale held on the 28th day of August 2019, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY COUNCIL RESOLUTION NO. 2019-42-3126

**Site Plan and Design Review (DA) No. 01-2019
Foothill Transit
5640 Peck Road
Irwindale, CA**

GENERAL

1. The use and development authorized by this Site Plan and Design Review (DA) Permit allow for the construction and installation of a $\pm 8,100$ square foot steel and concrete canopy over existing bus parking.
2. Grading and building permits shall be obtained within twelve (12) months from the date of approval by the City Council. Thereafter, if the activities have been abandoned for ninety (90) or more days, the Site Plan and Design Review Permit approval shall expire and become null and void, unless a written request for extension is received by the Community Development Manager/City Planner at least thirty (30) days prior to such expiration or abandonment. Upon receipt of written request for extension, the Community Development Manager/City Planner may grant an extension of this Site Plan and Design Review Permit approval for a period not to exceed one (1) year from the original date of expiration, or may refer such request to the City Council for determination.
3. The Applicant shall agree and consent, in writing, to each and every condition of permit approval set forth herein within twenty (20) days from the adoption of the Resolution for the project by the City Council approving the Site Plan and Design Review (DA).
4. Prior to the issuance of a business license and/or occupancy permit and/or final inspection by the Community Development Department, all applicable conditions of approval (except those involving construction permits) shall be completed to the reasonable satisfaction of the City.
5. The Applicant shall defend, indemnify and hold harmless the City of Irwindale, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, any approval of the City, its advisory agencies, appeal boards, or legislative body concerning Site Plan and Design Review (DA) No. 01-2019. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.
6. The use and improvements authorized by this Site Plan and Design Review Permit shall conform to the plans as finally approved by the City as conditioned herein, and any appreciable modification of the plans or mode of operation, as determined by the Community Development Manager/City Planner, shall require the prior

approval of the City Council pursuant to the amendment of the Site Plan and Design Review Permit.

7. The Applicant agrees to allow City inspectors access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permits for this project.
8. The Applicant shall maintain and use the project location and facility thereon in full compliance with all codes, standards, policies and regulations imposed by the City, County, State, or Federal agencies with jurisdiction over the facility.
9. It shall be required that the subject location, and its contents, including but not limited to; structures, fences or garden/block walls, and vehicles are maintained free and clear of any graffiti. The Applicant shall be held responsible for the immediate removal of any and all graffiti found on-site within 48 hours of its application.
10. The signed Final Conditions of Approval shall be photocopied and included as a sheet in the plans.
11. Plans for any proposed site improvements shall be submitted to the Los Angeles County Fire Department and City Building Department for review and approval prior to the issuance of Building Permits.
12. This Site Plan and Design Review may be revoked for any violation of or noncompliance with any of these conditions or other codes, regulations of standards enforced by or beneficial to the City of Irwindale in accordance with IMC Section 17.70.
13. Any and all fees required to be paid to any public agency shall be paid prior to obtaining any permit for this project.
14. All appropriate practices shall be adopted to control dust, odor and vermin. Upon receipt of a complaint related to any condition of approval imposed by this Site Plan and Design Review, the City shall notify the Applicant of the alleged violation, and the Applicant shall commence to cure within ten (10) days after the receipt of the notice.
15. The Subject Site shall be maintained free and clear of any accumulations of trash, debris, waste, and combustible and/or flammable materials, other than the related materials specifically authorized under this Site Plan and Design Review.
16. Applicant shall comply with all conditions of approval contained in Conditional Use Permit No. 99-7 and adopted by Resolution No. 332(99) to the extent such

conditions are not inconsistent with the conditions stated in this Site Plan and Design Review (DA) No. 01-2019.

A. COMMUNITY DEVELOPMENT DEPARTMENT

1. The project shall substantially conform to submitted plans date-stamped July 25, 2019 except as modified herein. Future modifications that are not in substantial conformance, as determined by the Community Development Manager, shall require modification of this approval subject to the provisions of IMC Section 17.80.160 "Modification".
2. Prior to building permit issuance, the Applicant shall submit and obtain approval of a lot line adjustment application to merge all existing parcels within the City of Irwindale.
3. No intensification of the outdoor activities is permitted beyond that previously approved in Conditional Use Permit No. 99-7 and adopted in Resolution No. 332(99).
4. The premises will be secured with appropriate security lighting, to obtain a minimum of 1-foot candle over the entire site, and any lighting under control of the Applicant shall further provide adequate lighting above the entrance area to the premises sufficient in strength to make visible the identity and actions of all persons entering or exiting the premises.
5. All lighting shall conform to the Commercial and Industrial Design Guidelines and the approved plans.
6. All perimeter fencing, block walls, etc. shall be maintained in satisfactory condition in accordance with all applicable codes.
7. The maximum allowable height shall not include the addition of roof solar panels per IMC Section 17.68.010.
8. Applicant shall at all times comply with the Irwindale Municipal Code Noise Standards (as may be amended) as measured at the Site boundary. Additionally, if noise impacts exceed the applicable noise standard contained in the Irwindale Municipal Code, Applicant shall take necessary actions and implement procedures to bring the operations into compliance with this Code.
9. The Applicant shall pay development impact fees (amount to be determined) for public improvements at the time of grading or building permit issuance.
10. The canopy approved by this resolution shall conform in design and appearance to any and all other canopies installed at any future date to ensure consistency and uniformity in design and appearance among all canopies on the property.

B. PUBLIC WORKS/ENGINEERING DEPARTMENT

1. Adequate "on-site" parking shall be provided per City requirements.
2. All existing buildings shall be connected to the sanitary sewers.
3. Fire hydrants shall be installed as required by the Fire Department. Existing public fire hydrants adjacent to the site, if any, shall be upgraded if required by the City Engineer.
4. The owner/developer shall comply with the National Pollutant Discharge Elimination System (NPDES) program and shall require the general contractor to implement storm water/urban runoff pollution prevention controls and Best Management Practices (BMPs) on all construction sites in accordance with the City Code. The owner/developer will also be required to submit a Certification for the project and may be required to prepare a Storm Water Pollution Prevention Plan (SWPPP). Projects over five acres in size will be required to file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB). The owner/developer can obtain the current application packet by contacting the SWRCB, Construction Storm Water Unit, at (866) 563-3107 or by downloading the forms from their website at: www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml. The project shall also conform to the City's Ordinance regarding the requirements for the submittal of a Standard Urban Storm Water Mitigation Plan ("SUSMP"), and the requirements of Low Impact Development ("LID"). The SUSMP includes a requirement to implement Post Construction BMPs to infiltrate the first 3/4" of runoff from all storm events and to control peak-flow discharges.
5. Unless exempted by the Los Angeles Regional Water Quality Control Board, a Covenant and Restriction ensuring the provisions of the approved SWPPP shall also be required.

D. BUILDING AND SAFETY DEPARTMENT

1. Building permits shall be obtained from the Building and Safety Division and all construction shall be in compliance with the current Irwindale Building Code.
2. Building plans for non-residential construction must contain the following items in order to be submitted for plan check:
 - a. Site Plan: Lot size, locations and dimensions of property lines, adjacent streets, setbacks from property lines, locations of other structures, easements, north arrow, scale, contours/drainage pattern
 - b. General Notes: Applicable codes, occupancy classification, type of construction, allowable area analysis, and occupant load analysis, plumbing

fixture analysis, description of work, lot area, existing/proposed building area, material specifications.

- c. Floor Plans: Walls, partitions, doors and window locations and schedule, existing and intended room uses. Floor plan must identify all existing and new construction for all affected floors.
 - d. Roof Plan: Roof drainage pattern, roofing material and slopes, locations of hips/valleys/ridges, eave overhang dimensions, attic vent locations, rooftop equipment locations.
 - e. Accessibility Requirements: Complete path of travel, parking spaces/loading areas, restroom facilities, ramps, curbs, counters, etc. All details must be cross-referenced on the plan.
 - f. Exterior Elevations: Wall covering material, plate and building heights, window/door locations, roofing material and slopes, attic vent locations, finish grade lines, veneers.
 - g. Cross Sections: Full height and width, indicating framing, foundation, and insulation in at least two orthogonal directions.
 - h. Foundation Plan: Locations of all new footings, anchor bolt and hold-down schedules, complete foundation details.
 - i. Framing Plan: Size, spacing, and span of all floor and ceiling joists, roof rafters, valleys and hips, beams and headers. All lateral force resisting elements, including shear wall locations and schedule, and diaphragm construction specifications.
 - j. Structural Analysis: Calculations shall be provided to substantiate the structural plans where new structural elements are proposed or existing structural elements are altered. The structural calculations shall address both vertical and lateral forces, and shall be wet stamped and signed by a licensed engineer or architect registered in the state of California.
 - k. Details: Complete framing and foundation details for all new structural elements, complete accessible path of travel details, required fire rated assembly details.
 - l. Green Building: Requirements, details, and notations shall be included in the plans.
3. A soils report must be submitted with plan check review.

FOOTHILL TRANSIT
ARCADIA/IRWINDALE, CA
ELECTRIC BUS CHARGING
OVERHEAD SUPPORT
STRUCTURE

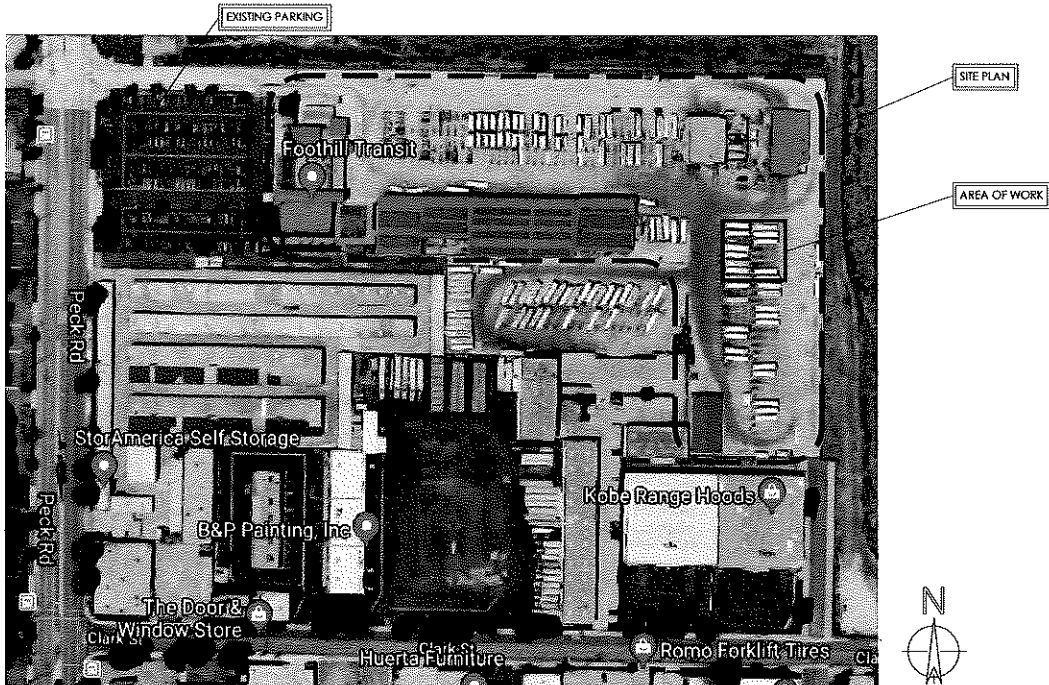
5640 PECK RD.
IRWINDALE, CA 91006

CITY OF IRWINDALE

PROJECT DIRECTORY

OWNER FOOTHILL TRANSIT CONTACT: SHARLANE BAILEY 100 S. VINCENT AVE., SUITE 200 WEST COVINA, CA 91790 T 800.743.3463	GENERAL CONTRACTOR PROTERRA CONTACT: DAVID NGUYEN 1815 ROLLINS RD. BURLINGAME, CA 94010 T 805.264.8602 E Dnguyen2@proterra.com	ARCHITECTURE SEMCO CONSULTANTS CONTACT: RICHARD STRAND 37762 LOS ARBOLES DR. FREMONT, CA 94536 T 925.292.1491 E rstrand@semcoconsultants.com	STRUCTURAL (SUPPORT STRUCTURE) RBI SOLAR 5513 VINE STREET CINCINNATI, OH 45217 T 513.242.2051 F 513.242.0816	ELECTRICAL STEVE KELNER OMB ELECTRICAL ENGINEERS, INC. 8825 RESEARCH DRIVE IRVINE, CA 92618 T 949.753.1553 F 949.753.1992 M 949.677.4642 E mail@ombengrs.com	ELECTRICAL CONTRACTOR BERNIE LAITURI APOLLO ELECTRIC 330 N. BASSE LANE BREA, CA 92821 T 714.256.8414, 714.482.2490 M 714.767.8602 F 714.671.9972 E Bernie.Laituri@Apolloelect.com
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PROJECT LOCATION



DRAWING INDEX

DRAWING NO.	TITLE
GENERAL T1	DRAWING INDEX AND GENERAL INFORMATION
ARCHITECTURE A1.0 A2.1 A2.2	SITE PLAN ENLARGED CANOPY PLAN AND DEMOLITION PLAN ELEVATIONS
STRUCTURAL G-001 G-002 S-101 S-102 S-103 S-301 S-302 S-401	COVER SHEET GENERAL NOTES, MODULE SPECIFICATION SHEETS SITE PLAN FOUNDATION AND COLUMN PLAN FRAMING PLAN STRUCTURE SECTION STRUCTURE CONNECTION DETAILS FOUNDATION DETAILS
CIVIL C7.00 C8.00 C9.00	(REFERENCE ONLY) GRADING, PAVING AND DRAINAGE PLAN UTILITY PLAN UTILITY PLAN

ATTACHMENT "B"

CITY OF IRWINDALE
COMMUNITY DEVELOPMENT

JUL 25 2019

RECEIVED

BUILDING CODE INFORMATION

LIST OF APPLICABLE CODES AND REGULATIONS		
1. CALIFORNIA FIRE CODE	2016 EDITION	W/2017 LA COUNTY AMENDMENTS
2. CALIFORNIA BUILDING CODE	2016 EDITION	W/2017 LA COUNTY AMENDMENTS
3. CALIFORNIA ELECTRIC CODE	2016 EDITION	W/2017 LA COUNTY AMENDMENTS
4. CALIFORNIA ENERGY CODE		
5. CALIFORNIA GREEN BUILDING STANDARDS	2016 EDITION	W/2017 LA COUNTY AMENDMENTS
6. ENERGY EFFICIENCY STANDARDS	2016 EDITION (TITLE 24)	
1. WILDLAND URBAN INTERFACE AREA		W/2017 LA COUNTY AMENDMENTS
2. MANUAL OF STEEL CONSTRUCTION (AISC) - 14TH EDITION		
3. CCR, TITLE 19, DIVISION 1, CHAPTER 8	W/2017 LA COUNTY AMENDMENTS	

PROJECT INFORMATION

SCOPE OF WORK

1. PROVIDE PV CANOPY

AREA OF STRUCTURE: 8,100 SQ. FT.

STRUCTURE HEIGHT: 25'-3 3/4"

TYPE OF CONSTRUCTION: TYPE II-B
OCCUPANCY: GROUP 'U' (CANOPY)

CBC - SPECIAL INSPECTION REQUIREMENTS

<input checked="" type="checkbox"/> REQUIRED	<input type="checkbox"/> NOT REQUIRED
<input type="checkbox"/> CONCRETE	
<input type="checkbox"/> REINFORCING STEEL	
<input type="checkbox"/> WELDING	
<input type="checkbox"/> HIGH STRENGTH BOLTING	
<input checked="" type="checkbox"/> EXPANSION BOLTS	<input checked="" type="checkbox"/> EPOXY BOLTS
<input type="checkbox"/> OTHER	

- NAMES OF TESTING AGENCY(S)
1. NINYO AND MOORE CONSULTANTS
2.

THE OWNER AND GENERAL CONTRACTOR, WHERE APPLICABLE, SHALL ALSO ACKNOWLEDGE THE FOLLOWING CONDITIONS APPLICABLE TO SPECIAL INSPECTION AND/OR TESTING:

- CONTRACTOR IS RESPONSIBLE FOR PROPER NOTIFICATION TO THE INSPECTING OR TESTING AGENCY FOR ITEMS LISTED.
- TESTING LABORATORY ONLY SHOULD TAKE SAMPLES AND TRANSPORT THEM TO THEIR LABORATORY.
- COPIES OF ALL LABORATORY REPORTS AND INSPECTIONS ARE TO BE SENT DIRECTLY TO THE OWNER
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW CITY APPROVAL PLANS FOR ADDITIONAL INSPECTION OR TESTING REQUIREMENTS THAT MAY BE NOTED.

GENERAL NOTES

- ALL ELECTRICAL EQUIPMENT SHALL BE LISTED AND APPROVED BY A TESTING AGENCY RECOGNIZED BY CITY OF IRWINDALE. ANY EQUIPMENT NOT LISTED SHALL BE TESTED AND CERTIFIED BY AN APPROVED TESTING AGENCY. IT IS THE RESPONSIBILITY OF THE OWNER AND HIS/HER DESIGN/CONSTRUCTION TEAM TO NOTIFY THE BUILDING DEPARTMENT IF FIELD TESTING IS REQUIRED FOR ANY EQUIPMENT WITHOUT AN EQUIVALENT LISTED LABEL APPROVED BY THE IRWINDALE BUILDING DEPARTMENT. PROOF OF EQUIPMENT CERTIFICATION WILL NEED TO BE SUBMITTED AND APPROVED BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED.
- THE APPLICANT WILL BE REQUIRED TO UPDATE THEIR CITY OF IRWINDALE HAZARDOUS MATERIALS PROGRAM. AN UPDATED HAZARDOUS MATERIAL INVENTORY STATEMENT AND HAZARDOUS MATERIALS ASSESSMENT WILL BE REQUIRED BEFORE CHEMICALS ARE BROUGHT ON SITE.
- THE APPLICANT SHALL COMPLY WITH THE PROVISIONS OF THE PERMITS REQUIRED FROM ANY STATE OR REGIONAL AGENCIES, INCLUDING, BUT NOT LIMITED TO, THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD), REGIONAL WATER QUALITY CONTROL BOARD (RWQCB), SANITARY DISTRICTS' POTW AND THE LOS ANGELES COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH.
- THE APPLICANT MUST IMMEDIATELY NOTIFY THE IRWINDALE FIRE DEPARTMENT, HAZARDOUS MATERIALS UNIT OF ANY UNDERGROUND PIPES, TANKS OR STRUCTURES; ANY SUSPECTED OR ACTUAL CONTAMINATED SOILS; OR OTHER ENVIRONMENTAL ANOMALIES ENCOUNTERED DURING SITE DEVELOPMENT ACTIVITIES. ANY CONFIRMED ENVIRONMENTAL LIABILITIES WILL NEED TO BE REMEDIATED PRIOR TO PROCEEDING WITH SITE DEVELOPMENT.



Electric Bus Charger
Overhead Support Structure



FOR
Foothill Transit

NO.	DATE	DESCRIPTION	BY
C	5/21/19	CITY COMMENTS	ZM
B	3/6/19	ISSUED FOR PERMIT	ZM
A	2/28/19	CLIENT REVIEW	ZM

REVISIONS

CONTRACT SIGNATURE	DRAWING CERTIFIED BY
D.N.	
PROJECT ENGINEER	
CONTRACTOR	

SEMCO Consultants, Inc.
37762 Los Arboles Drive
Fremont, CA 94536
Phone: 510-766-4800
Fax: 510-768-4877
www.semcoconsultants.com

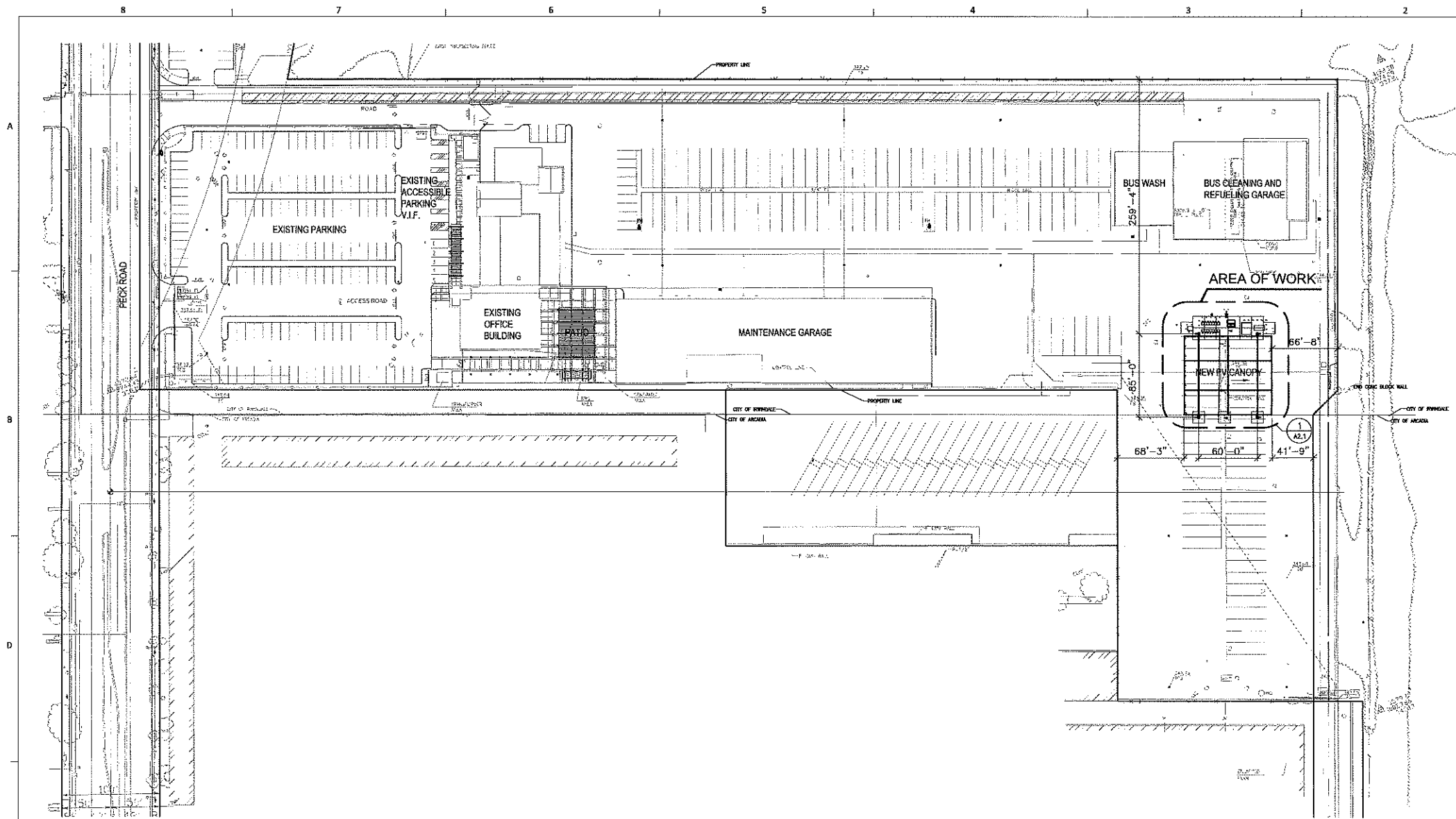
FOOTHILL TRANSIT
ARCADIA/IRWINDALE
ELECTRIC BUS
CHARGING PROJECT
PROJECT TITLE

TITLE
DRAWING LIST
& GEN. INFORMATION
SHEET TITLE

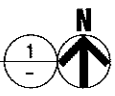
PROJECT NO:
PROTERRA #1002

DATE: 2/23/2019	SHEET NO:
DRAWN BY:	
ENGINEER:	
APPROVAL: ZM	

T1



SITE PLAN
SCALE: 1"=50'-0"



PROJECT DATA

CANOPY AREA - 8,100 S.F.

GENERAL NOTES:

1. CANOPY FRAMING, FOUNDATION AND DETAILS BY RBI SOLAR, SEE STRUCTURAL DRAWINGS.



Electric Bus Charger
Overhead Support Structure



FOR Foothill Transit

NO.	DATE	DESCRIPTION	BY
C	5/21/19	CITY COMMENTS	ZM
B	3/6/19	ISSUED FOR PERMIT	ZM
A	2/28/19	CLIENT REVIEW	ZM

REVISIONS

CONTRACT SIGNATURE	DRAWING CERTIFIED BY
D.N.	
PROJECT ENGINEER	2/22/19
CONTRACTOR	

SEMCO Consultants, Inc.

37762 Los Angeles Drive
Fremont, CA 94538
Phone: 510-795-4660
Fax: 510-795-4677
www.semcoconsultants.com

FOOTHILL TRANSIT
ARCADIA/IRWINDALE
ELECTRIC BUS
CHARGING PROJECT

PROJECT TITLE

SITE PLAN

SHEET TITLE

PROJECT NO:
PROTERRA #1002

DATE:
2/23/2019

DRAWN BY:

ENGINEER:

APPROVAL

ZM

SHEET NO:

A1.0

**Electric Bus Charger
Overhead Support Structure**



NO.	DATE	DESCRIPTION	BY
C	5/21/19	CITY COMMENTS	ZM
B	3/6/19	ISSUED FOR PERMIT	ZM
A	2/28/19	CLIENT REVIEW	ZM

REVISIONS

CONTRACT SIGNATURE	DRAWING CERTIFIED BY
D.N.	
PROJECT ENGINEER	2/22/19
CONTRACTOR	

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37782 Los Arboles Drive
Fremont, CA 94538
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**FOOTHILL TRANSIT
ARCADIA/IRWINDALE
ELECTRIC BUS
CHARGING PROJECT**

**ENLARGED CANOPY PLAN
AND DEMOLITION PLAN**

SHEET TITLE

PROJECT NO:
PROTERRA #1002

DATE: 2/23/2019

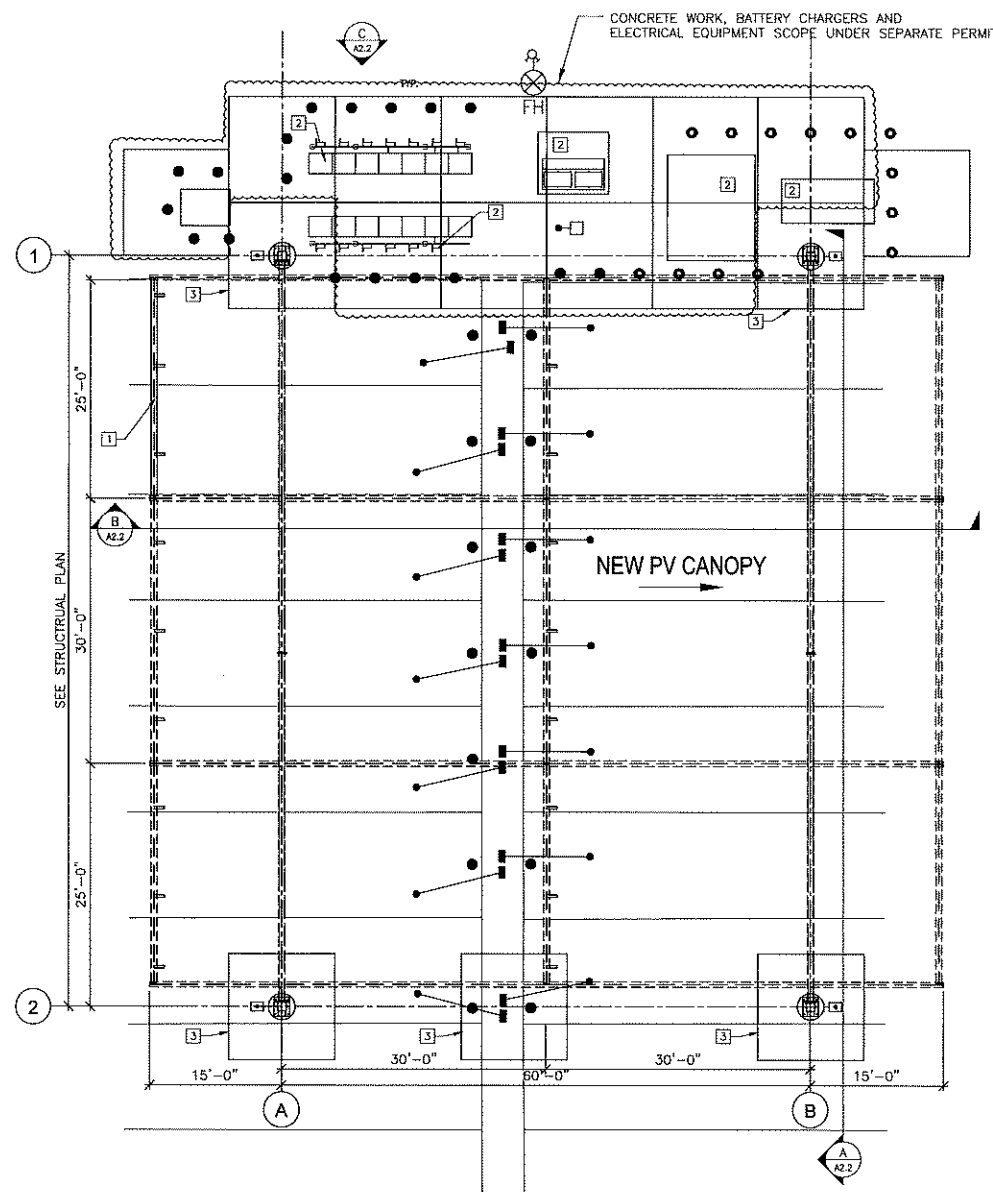
DRAWN BY:

ENGINEER:

APPROVAL ZM

SHEET NO:

A2.1



ENLARGED CANOPY PLAN

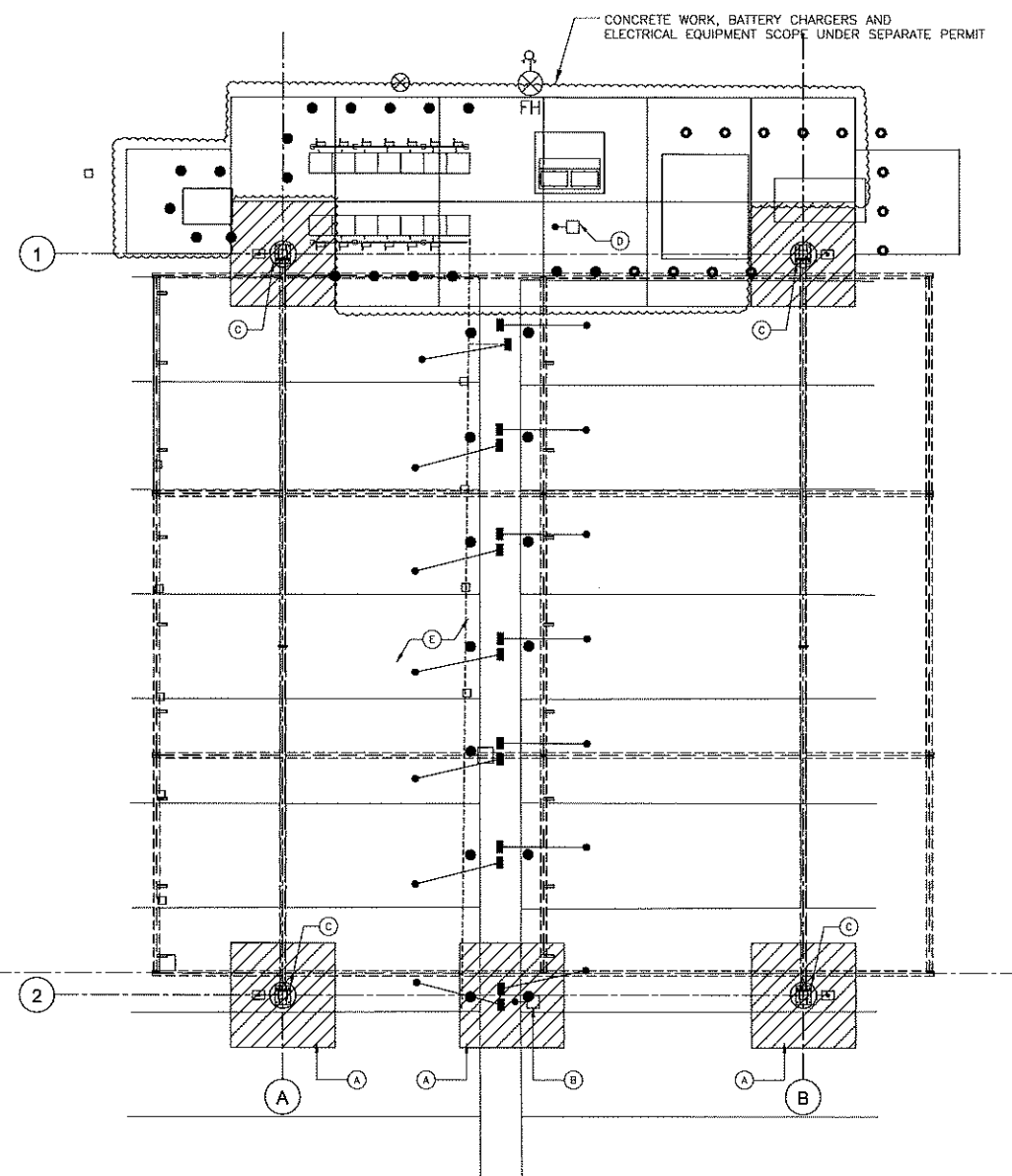
SCALE: 1/8"=1'-0"

GENERAL NOTES:

1. FOR CANOPY FRAMING AND FOUNDATION, SEE STRUCTURAL DRAWINGS (RBI SOLAR)

NEW WORK KEY NOTES:

- 1 NEW SOLAR SHADE ROOF STRUCTURE, BY RBI SOLAR
- 2 UNDER CITY OF IRWINDALE BUILDING DEPARTMENT BL1902210024 AND LA COUNTY PUBLIC WORKS DEPARTMENT EL 1902210028
- 3 NEW 12'X12'X9" CONCRETE SLAB, PROVIDE CONTROL JOINT TO ADJACENT CONCRETE AREA, SEE CONTROL JOINT DETAIL ON 2/A1.0

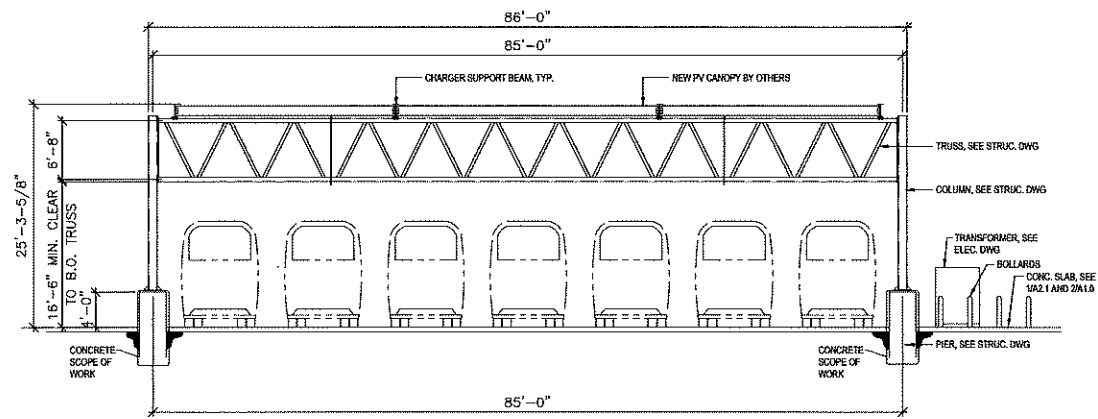


DEMOLITION PLAN

SCALE: 1/8"=1'-0"

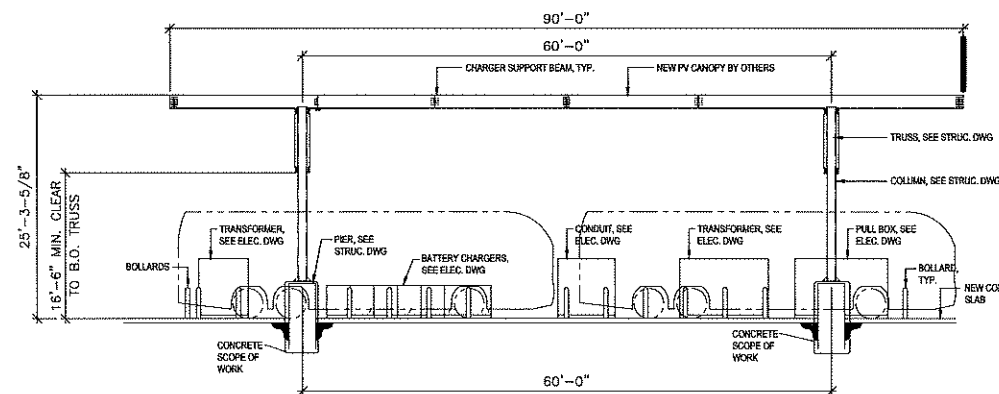
DEMOLITION KEY NOTES:

- A SAWCUT AND REMOVE 12'X12' CONCRETE SLAB AS SHOWN AND REPLACE WITH 12'X12'X9" CONC. SLAB, SEE NEW WORK KEY NOTE #3
- B DEMO EXISTING LIGHT POLE AND CONC. PAD
- C NEW CONC. PIER
- D EXISTING LIGHT POLE TO REMAIN
- E EXISTING CONCRETE PAVEMENT - EXISTING PARKING STALL TO REMAIN



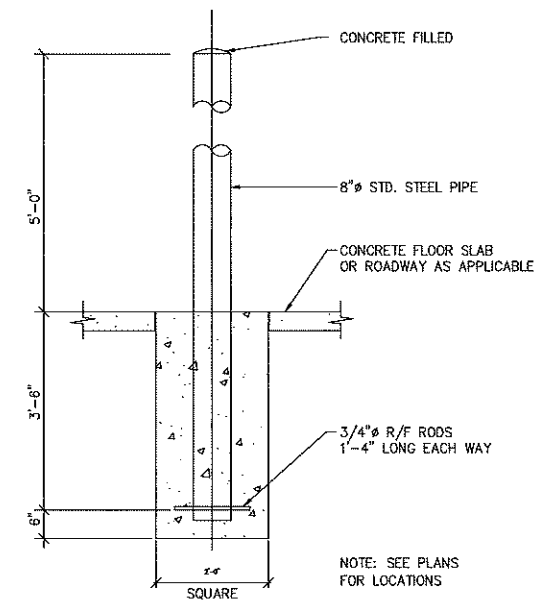
SECTION A

SCALE: 1/8"=1'-0"



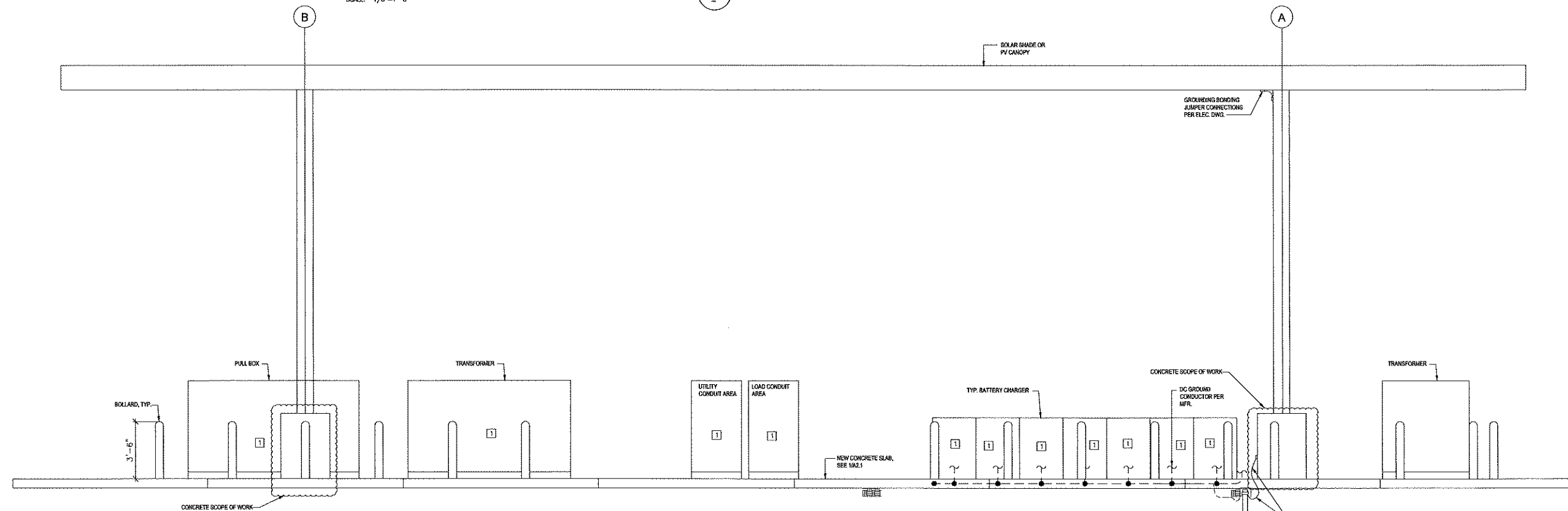
SECTION B

SCALE: 1/8"=1'-0"



BOLLARD DETAIL

SCALE: NTS



BATTERY CHARGERS ELEVATION

SCALE: 3/8"=1'-0"



Electric Bus Charger
Overhead Support Structure



Foothill Transit

NO.	DATE	DESCRIPTION	BY
C	5/21/19	CITY COMMENTS	ZM
B	3/6/19	ISSUED FOR PERMIT	ZM
A	2/28/19	CLIENT REVIEW	ZM

REVISIONS

CONTRACT SIGNATURE	DRAWING CERTIFIED BY
D.N.	
PROJECT ENGINEER	
CONTRACTOR	

SEMCO Consultants, Inc.

37762 Los Angeles Drive
Fremont, CA 94538
Phone: 510-788-4980
Fax: 510-788-4977
www.semcoconsultants.com

FOOTHILL TRANSIT
ARCADIA/IRVINDALE
ELECTRIC BUS
CHARGING PROJECT

ELEVATIONS

PROJECT NO.	SHEET NO.
PROTERRA #1002	A2.2
DATE:	DRAWN BY:
2/23/2019	
ENGINEER:	APPROVAL
	ZM

**5640 PECK RD.
IRWINDALE, CA 91706**



Foothill Transit

ITEM DESCRIPTION	N/A	RBI SOLAR		PROTERRA		REMARKS
		FURN.	INST.	FURN.	INST.	
GEOTECHNICAL REPORT		●				
SITE SURVEY				●		EXISTING CONDITIONS
CONSTRUCTION SURVEY		●				VERIFY COLUMN LOCATIONS
CORROSION ANALYSIS	●					
LOCATE SUBSURFACE UTILITIES/STRUCTURES				●		
SITE GRADING	●					
SPOILS REMOVAL		●				
FENCING				●		
TEMPORARY ELECTRIC				●		
PORTABLE TOILET				●		
MATERIAL UNLOADING		●				
MATERIAL STAGING		●				
DUMPSTER/REFUSE REMOVAL				●		
BOLLARDS	●					
CONCRETE PIERS		●	●			
ANCHOR BOLTS		●	●			
DECKING	●					
GUTTERS & DOWNSPOUTS	●					
SNOW GUARDS	●					
PV MODULES	●					
PV MODULE MOUNTING HDW	●					
PV MODULE GROUNDING HDW	●					
WIRE MANAGEMENT	●			●	●	
CANOPY GROUNDING				●	●	
SITE CLEAN-UP		●				
INSPECTIONS				●		
FOUNDATION GROUNDING				●	●	

-	06/28/19	SS DRAWING SET
-	05/20/19	ADDITIONAL NOTES
-	02/22/19	CONSTRUCTION SET
-	02/01/19	CONSTRUCTION SET
-	01/16/19	SS DRAWING
-	12/07/18	90% REVIEW SET
-	11/29/18	90% REVIEW SET
-	10/03/18	50% REVIEW SET
-	08/24/18	50% REVIEW SET

G-00

G-001

GENERAL NOTES

CONSTRUCTION AND SAFETY:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE APPLICABLE CONSTRUCTION CODE AND THE PROJECT SPECIFICATIONS.
- ENGINEER SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OF CONSTRUCTION SELECTED BY CONTRACTOR.
- CONTRACTOR SHALL FIELD MEASURE AND VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. ANY UNEXPECTED CONDITIONS OR DISCREPANCIES WITH THE DESIGN DOCUMENTS SHALL BE REPORTED TO THE ENGINEER PRIOR TO INSTALLATION OR ERECTION OF MATERIALS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDITIONS OF THE JOB SITE INCLUDING SAFETY OF PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK.
- NO PERSONNEL SHALL STEP OR STAND ON PV MODULES (SOLAR PANELS) AT ANY TIME. CANOPY STRUCTURE AND PV MODULES ARE NOT DESIGNED FOR LIVE LOADS AND MAY VOID WARRANTY.

MISCELLANEOUS:

- THIS SUBMITTAL/CONSTRUCTION SET WAS PRODUCED FROM DOCUMENTS RECEIVED FROM CUSTOMER ON 06/26/19. RBI SOLAR IS NOT RESPONSIBLE FOR DISCREPANCIES FROM ACTUAL FIELD DIMENSIONS.
- THIS RBI SOLAR CONSTRUCTION SET IS DESIGNED FROM PV MODULE DATA SHEET(S) PROVIDED BY THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR VERIFYING THAT THE PV MODULE(S) DELIVERED TO SITE MATCH DATA SHEET(S) PROVIDED TO RBI SOLAR. RBI SOLAR IS NOT RESPONSIBLE FOR PV MODULE DIMENSIONAL DISCREPANCIES DUE TO FURNISHED PV MODULES NOT MATCHING CUSTOMER FURNISHED PV MODULE DATA SHEETS.

SPECIAL FIELD INSPECTIONS:

SPECIAL INSPECTION NOT REQUIRED BY RBI SOLAR AS REQUIRED BY OWNER/CUSTOMER AND/OR AUTHORITY HAVING JURISDICTION. MINIMUM INSPECTION SHALL INCLUDE THE FOLLOWING NOTES AND TABLE:

- ALL SPECIAL INSPECTORS SHALL BE RETAINED BY OWNER/CUSTOMER. THE EXTENT OF THE INSPECTION SHALL COMPLY WITH THE CONTRACT DOCUMENTS, THE BUILDING CODE REQUIREMENTS, AND LOCAL JURISDICTION. IT IS THE OWNER/CUSTOMER'S RESPONSIBILITY TO GIVE PROPER NOTIFICATION TO THE SPECIAL INSPECTOR AND PROCEED WITH THE WORK ONLY AFTER THE SPECIAL INSPECTOR'S APPROVAL.
- FAILURE TO NOTIFY THE SPECIAL INSPECTOR MAY RESULT IN OWNER/CUSTOMER HAVING TO REMOVE WORK FOR THE PURPOSE OF INSPECTION AT THE OWNER'S/CUSTOMER'S EXPENSE.
- PREMATURE NOTIFICATION FOR INSPECTION WILL RESULT IN AN ADDITIONAL INSPECTION WITH ALL EXPENSES AND FEES PAID BY THE OWNER/CUSTOMER.
- SPECIAL INSPECTORS SHALL KEEP RECORDS OF ALL INSPECTIONS. RECORDS SHALL BE FURNISHED TO THE OWNER, ENGINEER OF RECORD, AND LOCAL JURISDICTION AS REQUIRED. ANY AND ALL DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR. CORRECTIONS SHALL BE MADE AND A FINAL REPORT OF INSPECTIONS SHALL BE PROVIDED NOTING COMPLETION OF INSPECTIONS AND CORRECTIONS OF DISCREPANCIES. FAILURE TO CORRECT DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER OF RECORD AND THE LOCAL JURISDICTION AND MAY RESULT IN REMOVAL OF COMPLETED WORK AND ADDITIONAL WORK TO CORRECT DISCREPANCIES AT THE CONTRACTOR'S EXPENSE.

2016 CBC TABLE 1705.7		
VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
1. VERIFY ELEMENT MATERIALS, SIZES AND LENGTHS COMPLY WITH THE REQUIREMENTS.	-	X
2. DETERMINE CAPACITIES OF TEST ELEMENTS AND CONDUCT ADDITIONAL LOAD TESTS, AS REQUIRED.	-	X
3. OBSERVE DRIVING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	-	X
4. VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM TYPE AND SIZE OF HAMMER, RECORD NUMBER OF BLOWS PER FOOT OF PENETRATION, DETERMINE REQUIRED PENETRATIONS TO ACHIEVE DESIGN CAPACITY, RECORD TIP AND BUTT ELEVATIONS AND DOCUMENT ANY DAMAGE TO FOUNDATION ELEMENT.	N/A	N/A
5. FOR STEEL ELEMENTS, PERFORM ADDITIONAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.2.	N/A	N/A
6. FOR CONCRETE ELEMENTS AND CONCRETE-FILLED ELEMENTS, PERFORM ADDITIONAL INSPECTIONS IN ACCORDANCE WITH SECTION 1705.3.	N/A	N/A
7. FOR SPECIALTY ELEMENTS, PERFORM ADDITIONAL INSPECTIONS AS DETERMINED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE.	N/A	N/A

STRUCTURAL STEEL:

- ALL STRUCTURAL STEEL SHALL BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST VERSION OF AISC "MANUAL OF STEEL CONSTRUCTION." LIGHT GAGE COLD-FORMED SECTIONS SHALL CONFORM TO LATEST VERSION OF AISI SPECIFICATIONS FOR COLD-FORMED STEEL STRUCTURAL MEMBERS.
- MATERIALS:
 - A. ROLLED SHAPES: ASTM A992 OR A572 GRADE 50, $F_y = 50$ KSI MINIMUM
 - B. PLATES: ASTM A529 GRADE 50
 - C. TUBULAR SHAPES: ASTM A500 GRADE C, $F_y = 50$ KSI MINIMUM
 - D. FIELD BOLTS (TYP. U.B.O.): SAE J429 GRADE 5 AND/OR ASTM F3125 GRADE A325
 - E. SCREWS: #12 TEK-S - GALVANIZED
 - F. COLD-FORMED LIGHT GAGE: ASTM A653
 - G. ANCHOR RODS: ASTM A193 B7 OR ASTM F1554 GRADE 105
- TEK SCREWS ARE TO BE INSTALLED USING A 2500 RPM MAX. NON-IMPACTING VARIABLE SPEED DRILL WITH CLUTCH OUT.
- FIELD CONNECTIONS SHALL BE BOLTED EXCEPT WHERE WELDED CONNECTIONS ARE INDICATED ON THE STRUCTURAL DRAWINGS. ALL BOLTED CONNECTIONS SHALL BE INSTALLED TO THE "SNUG TIGHT" CONDITION DEFINED AS THE FULL EFFORT OF A MAN USING A NORMAL SPUD WRENCH OR A FEW IMPACTS OF AN IMPACT WRENCH. THE "SNUG TIGHT" CONDITION WILL ENSURE THE PILES OF CONNECTED MATERIAL ARE IN FIRM CONTACT.
- ALL PV MODULE MOUNTING HARDWARE SHALL BE INSTALLED AND TORQUED PER PV MODULE MANUFACTURER'S RECOMMENDATIONS. CONNECTIONS USING WEB BONDING WASHERS SHALL BE PER RBI INSTALLATION MANUAL - MINIMUM OF 12 FT-LBS FOR 3/16" MOUNTING HARDWARE AND 6 FT-LBS FOR 1/4" MOUNTING HARDWARE.
- ALL WELDING OF STEEL SHALL BE DONE IN ACCORDANCE WITH THE LATEST VERSION OF THE AMERICAN WELD SOCIETY'S SPECIFICATIONS - AWS D1.1. ELECTRODES SHALL BE E70 SERIES UNLESS NOTED OTHERWISE.
- GALVANIZING SPECIFICATIONS - GALVANIZING SHALL BE PER CONTRACT DOCUMENTS
 - A. HOT-DIPPED GALVANIZING SHALL BE PER ASTM A123.
 - B. PRE-GALVANIZED MATERIALS SHALL COMPLY WITH ASTM A653 - G155 MINIMUM.
 - C. ALL STRUCTURAL HARDWARE (NOT PV MODULE MOUNTING HARDWARE) SHALL BE GALVANIZED.

MISCELLANEOUS FASTENERS:

- ALL BOLTS SHALL BE THE TYPE AND SIZE INDICATED ON DRAWINGS.
- ALL HARDWARE USED FOR MOUNTING PV MODULES SHALL BE STAINLESS STEEL UNLESS NOTED OTHERWISE.

WORK BY OTHERS:

- ALL SHADING ANALYSIS AND/OR PRODUCTION ANALYSIS SHALL BE PERFORMED AND VERIFIED BY OTHERS. RBI SOLAR IS NOT RESPONSIBLE FOR PV SYSTEM DESIGN AS IT PERTAINS TO ELECTRICAL OR PV SYSTEM PRODUCTION.
- ITEMS AS DESIGNATED IN RESPONSIBILITY SCHEDULE ON SHEET G-001.

FOUNDATIONS/CONCRETE:

- THE FOUNDATION DESIGN IS BASED ON GEOTECHNICAL REPORT PREPARED BY: GEOMAT DATED: 10/29/2018, REPORT # 18128-01. BEARING CAPACITY OF SOIL AT PIER TIP: 51 kips
- ALLOWABLE LATERAL BEARING PRESSURE MAY BE DOUBLED DUE TO THE STRUCTURES NOT BEING ADVERSELY AFFECTED BY 1/2" MOTION AT THE GROUND SURFACE DUE TO SHORT-TERM LATERAL LOADS PER 2016 CBC 1806A.3.4.
- ALLOWABLE LATERAL BEARING PRESSURE MAY BE CONSIDERED TO ACT OVER AN AREA EQUAL TO TWO TIMES THE PIER DIAMETER DUE TO LARGE PIER SPACING. IF THIS IS ALLOWED, THE ALLOWABLE LATERAL BEARING PRESSURE MAY BE DOUBLED, ACTING OVER THE ACTUAL PIER DIAMETER.
- FOR VERTICAL LOADING, THE FOUNDATION DEPTHS SHOWN IN THE SCHEDULES ARE DESIGNED BASED ON EITHER END BEARING OR SKIN FRICTION, WHERE SKIN FRICTION HAS BEEN BASED ON 2016 CBC 1810A.3.3.1.4 (i.e., SKIN FRICTION BASED ON 1/6 THE VALUE OF END BEARING, AND END BEARING AND SKIN FRICTION NOT BEING COMBINED).
- VARIATIONS IN SOIL CONDITIONS SHALL BE REPORTED TO GEOTECHNICAL ENGINEER AND ENGINEER OF RECORD RESPONSIBLE FOR FOUNDATION DESIGN PRIOR TO INSTALLATION OF ANY FOUNDATION MATERIALS.
- INSTALLER/CONTRACTOR SHALL COORDINATE PLACEMENT OF FOUNDATIONS AND/OR ANCHOR BOLTS PER DESIGN DRAWINGS AND/OR MANUFACTURER'S SPECIFICATIONS.
- RBI SOLAR, INC. DESIGNS FOUNDATIONS BASED ON SOIL PROPERTIES OUTLINED IN CERTIFIED GEOTECHNICAL REPORTS. ALL DESIGNS ASSUME UNDISTURBED SOIL CONDITIONS, AND DO NOT TAKE INTO ACCOUNT TRENCHING NEAR FOUNDATIONS. FOR CASES WHERE TRENCHING FOR ELECTRICAL WORK IS AT OR NEAR A FOUNDATION, RBI SOLAR RECOMMENDS A MINIMUM OF 3'-0" CLEAR FROM THE EDGE OF THE TRENCH TO THE EDGE OF THE FOUNDATION FOR "NORMAL GOOD SOIL CONDITIONS." IN CASES OF "POOR SOIL" CONDITIONS, RBI SOLAR RECOMMENDS A MINIMUM CLEAR DISTANCE EQUAL TO OR GREATER THAN THE DEPTH OF THE FOUNDATION. IF IN DOUBT OF SOIL CONDITIONS, RBI SOLAR RECOMMENDS CONSULTING A QUALIFIED GEOTECHNICAL ENGINEER TO ASSESS SOIL CONDITIONS AT THE SITE.

NOTE: TRENCHING/EXCAVATION WITHIN 3'-0" OF ANY FOUNDATION REQUIRES REPLACING THE ORIGINAL SOIL AND COMPACTION TO 95% STANDARD PROCTOR DENSITY. FOR FURTHER CLARIFICATION ON COMPACTION REQUIREMENTS, RBI SOLAR RECOMMENDS CONSULTING A QUALIFIED GEOTECHNICAL ENGINEER.
- ALL CONCRETE WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE LATEST VERSION OF ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE".
- CONCRETE MIX DESIGNS MUST HAVE ENGINEER OF RECORD APPROVAL PRIOR TO COMMENCEMENT OF ANY CONCRETE WORK.
- PER GEOTECHNICAL REPORT, "TYPE V CEMENT" IS TO BE USED TO PREVENT CORROSION.
- REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 BILLET STEEL.
- MINIMUM CONCRETE COVER TO REINFORCING STEEL SHALL BE AS FOLLOWS: CONCRETE CAST AGAINST EARTH = 3.0".
- CONCRETE STRENGTH: 4000 PSI AT 28 DAYS MINIMUM (WITH +/- 4" SLUMP).
- REINFORCEMENT DETAILS PER ACI 318 AND IBC.
- BASE PLATE GROUT: NON-SHRINK, MINIMUM 12,000 PSI STRENGTH.
- NOMINAL AGGREGATE SIZE: 3/4".
- ALTERING OR SUBSTITUTING OF REINFORCEMENT MUST HAVE ENGINEER OF RECORD APPROVAL.
- PLACEMENT OF CONDUIT MUST HAVE ENGINEER OF RECORD APPROVAL.

PV MODULE SPECIFICATION SHEETS

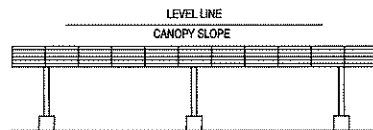


Digitally signed
by Haytham,
Nabils
Date: 2019.06.27
15:12:59 -07'00'

FINISH SCHEDULE

ITEM DESCRIPTION	N/A	H/DG	POWDER COAT	PAINT	PREGALV	STAINLESS STEEL	ALUMINUM	PVC	REMARKS
COLUMN ASSEMBLIES				•					PAINT COLOR: "PRACTICAL BEIGE" SW6100
TOP BEAM/TRUSS ASSEMBLIES				•					PAINT COLOR: "PRACTICAL BEIGE" SW6100
CONCRETE COLUMN BASE				•					PAINT COLOR: SAFETY YELLOW
PURLIN BRACKETS	•								
PURLINS	•								
DECKING	•								
GUTTERS	•								
DOWNSPOUTS	•								
PURLIN ENCLOSURE	•								
SNOW GUARDS	•								
RAILS	•								
TUBE BRACING	•								
ANGLE BRACING	•								
STRUCTURAL HARDWARE		•							
MODULE HARDWARE & CLIPS	•								

CANOPY TOPOGRAPHIC RELATIONSHIP

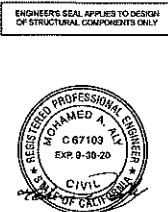


- KEY POINTS
- CANOPY STRUCTURE IS PARALLEL TO EXISTING GARAGE DECK CONSTRUCTION
 - COLUMN LENGTHS MAY VARY
 - TOP OF DECK AND/OR PIERS MAY VARY

AVERAGE SLOPE



PROFESSIONAL SEAL



Electric Bus Charger
Overhead Support Structure



Foothill Transit

RELEASE RECORD

DATE	DESCRIPTION
05/20/19	ADDITIONAL NOTES
02/22/19	CONSTRUCTION SET
02/01/19	CONSTRUCTION SET
01/16/19	SS Drawing Set
12/07/18	90% REVIEW SET
11/29/18	90% REVIEW SET
10/03/18	50% REVIEW SET
08/24/18	50% REVIEW SET

PROJECT INFORMATION

TITLE & ADDRESS:
PROTERRA

5640 PECK RD.
IRVINDALE, CA 91760

RBI SOLAR PROJECT No.:
1870058

DRAWN BY: KW
REVIEWED BY: BF

SHEET TITLE:
GENERAL NOTES
MODULE SPECIFICATION
SHEETS

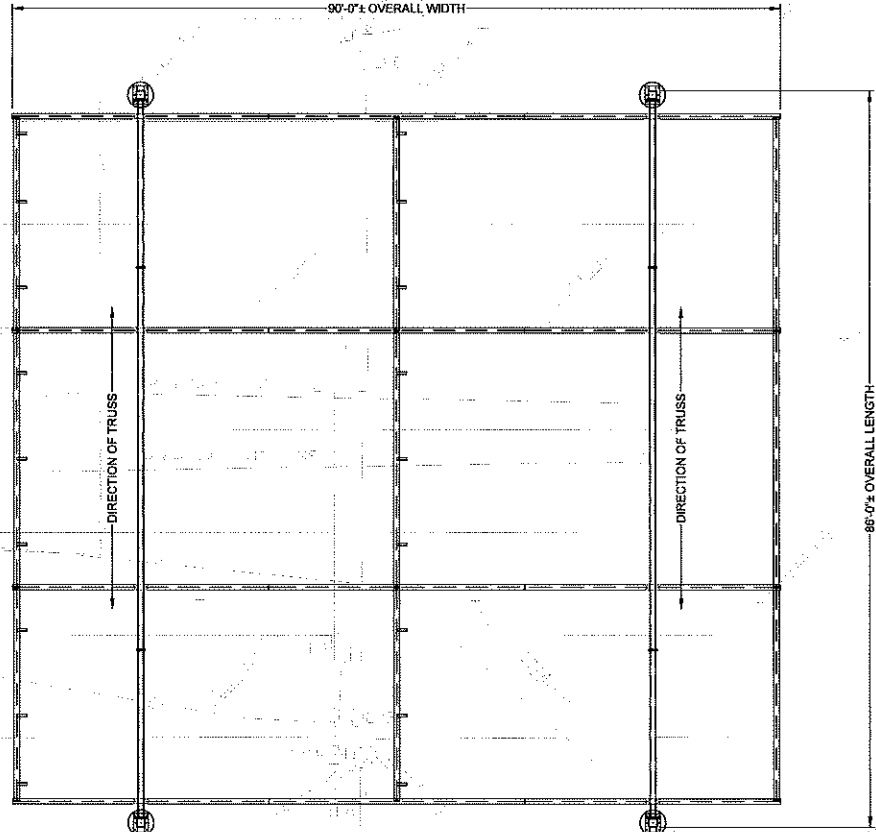
SHEET No.:
G-002

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USER: RWL/PLP PLOTTER: 5/22/2019 11:18 AM S:\RBI SolarDesign\2018 Jobs\1870058 - Proterra-Electric Bus Charging\Drawings\1870058.dwg LAYOUT: S-101

A1
SCALE:
1" = 10'-0"

Site Plan



RBI SOLAR
Total Solar Services: Design • Fabrication
Installation • Parts • Repair Service
5513 VINE STREET
CINCINNATI, OH 45217
513.242.2051
FAX: 513.242.0516

PROFESSIONAL SEAL

ENGINEER'S SEAL APPLIES TO DESIGN
OF STRUCTURAL COMPONENTS ONLY



Electric Bus Charger
Overhead Support Structure



Foothill Transit

RELEASE RECORD

MARK	DATE	DESCRIPTION
-	05/20/19	ADDITIONAL NOTES
-	02/22/19	CONSTRUCTION SET
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PROJECT INFORMATION

TITLE & ADDRESS:

PROTERRA

5640 PECK RD.
IRVINDALE, CA 91760

RBI SOLAR PROJECT No.:
1870058

DRAWN BY: KW
REVIEWED BY: BF

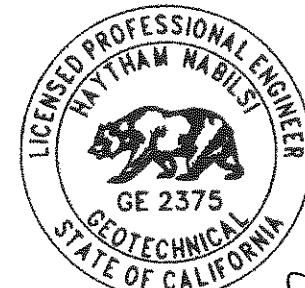
SHEET TITLE:

SITE PLAN

SHEET No.:

S-101

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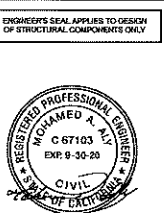
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by Haytham,
Nabils
Date: 2019.06.27
15:13:49 -07'00'



RBI SOLAR
Total Solar Service: Design * Fabrication
Installation * Parts * Repair Service

5513 VINE STREET
CINCINNATI, OH 45217
513.242.2051
FAX: 513.242.0816

PROFESSIONAL SEAL



KEY NOTES

1. REMOVE AND REPLACE 12' x 12' SECTION OF CONCRETE SLAB,
FROM CONTROL JOINT TO CONTROL JOINT WHERE FOUNDATION PIER IS TO BE
INSTALLED - BY OTHERS

Electric Bus Charger Overhead Support Structure



Foothill Transit

□ RELEASE RECORD

MARK	DATE	DESCRIPTION
-	05/20/19	ADDITIONAL NOTES
-	02/22/19	CONSTRUCTION SET
-	02/01/19	CONSTRUCTION SET
-	01/18/19	SS Drawing Set
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-	08/24/18	50% REVIEW SET

PROJECT INFORMATION

TITLE & ADDRESS:
PROTERRA

5640 PECK RD.
IRVINDALE, CA 91760

RBI SOLAR PROJECT No.:
1870058

DRAWN BY: KW	REVIEWED BY: BF
-----------------	--------------------

SHEET TITLE:
FOUNDATION &
COLUMN PLAN

SHEET No.:
S-102

KEY NOTES

1. XXX

FRAMING BEAM SCHEDULE

MARK	DESCRIPTION	LENGTH	QTY
SB1	W14x48 - SUPPORT BEAM	298"	2
SB2	W14x48 - SUPPORT BEAM	358"	1
CSB3	W18x65 - CABLE SUPPORT BEAM	298"	4
CSB3	W18x65 - CABLE SUPPORT BEAM	358"	2
SBS	W18x65 - SIDE SUPPORT BEAM	359 1/2"	8
SBS	W18x65 - SIDE SUPPORT BEAM	359 1/2"	4
TRUSS	END TRUSS ASSEMBLY	235"	4
TRUSS	MIDDLE TRUSS	536"	2

TOP BEAM SETTING NOTES:
1. ALL TOP BEAM DIMENSION SHOWN ARE END TO END.
2. LAYOUT IS SUBJECT TO CHANGE PER REQUEST AND/OR EXISTING CONDITIONS IN THE FIELD.
3. REFERENCE SHEET S-501 FOR ADDITIONAL TOP BEAM CONNECTION INFORMATION.

RBI SOLAR

Total Solar Services: Design • Fabrication
Installation • Parts • Repair Service

5513 VINE STREET
CINCINNATI, OH 45217
513.242.2051
FAX: 513.242.0816

PROFESSIONAL SEAL

ENGINEER'S SEAL APPLIES TO DESIGN
OF STRUCTURAL COMPONENTS ONLY

REGISTERED PROFESSIONAL ENGINEER
MOHAMED A. ALY
C 67103
EXP. 9-30-20
CIVIL
STATE OF OHIO

Electric Bus Charger
Overhead Support Structure

FOR

Foothill Transit

RELEASE RECORD

DATE	DESCRIPTION
08/20/19	ADDITIONAL NOTES
02/22/19	CONSTRUCTION SET
02/01/19	CONSTRUCTION SET
01/18/19	SS Drawing Set
12/07/18	90% REVIEW SET
11/29/18	90% REVIEW SET
10/03/18	50% REVIEW SET
08/24/18	50% REVIEW SET

PROJECT INFORMATION

TITLE & ADDRESS:
PROTERRA

5640 PECK RD.
IRVINDALE, CA 91760

RBI SOLAR PROJECT No.:
1870058

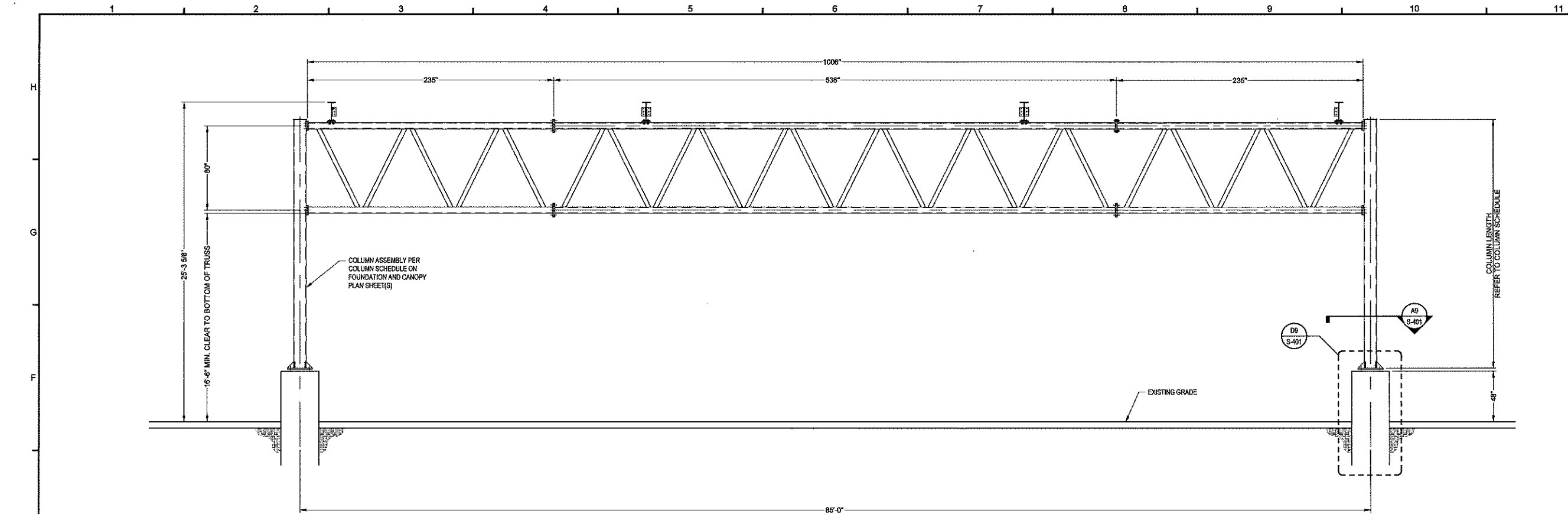
DRAWN BY: KW
REVIEWED BY: BF

SHEET TITLE:
FRAMING PLAN

SHEET No.:
S-103

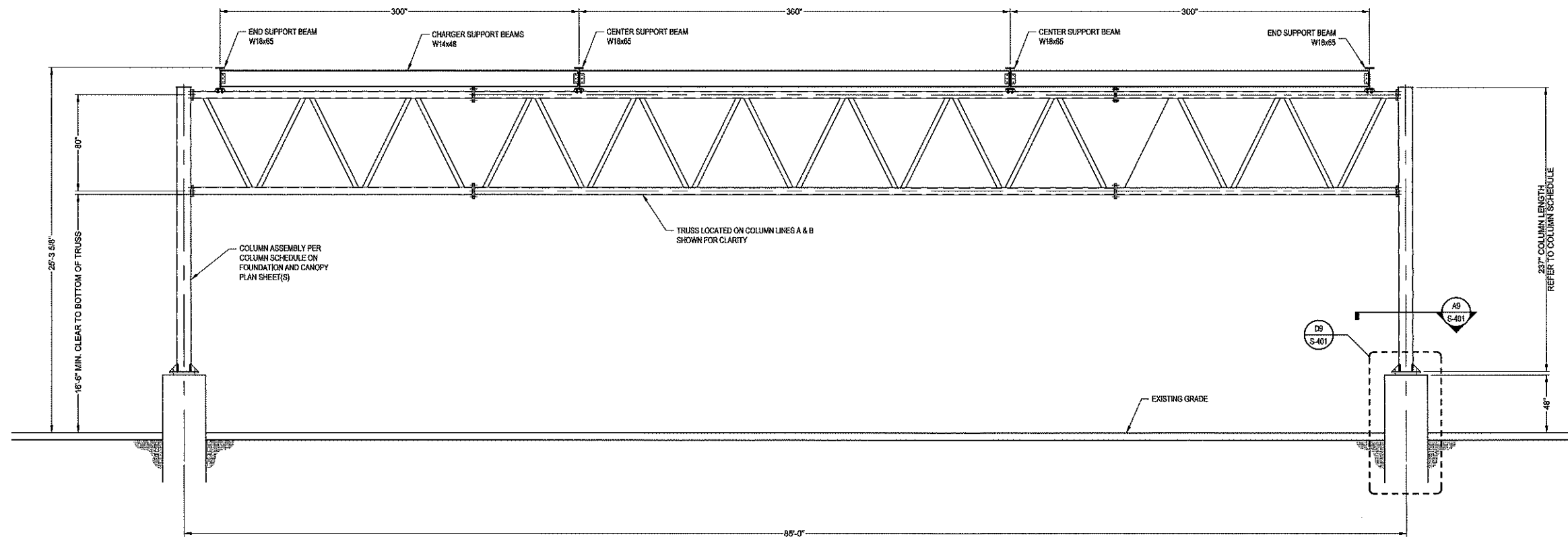
A1

Canopy 1
Component Plan



E1
SCALE:
1/4" = 1'-0"

Section



A1
SCALE:
1/4" = 1'-0"

Section

RBI SOLAR
Total Solar Service: Design • Fabrication
Installation • Parts • Repair Service
6513 VINE STREET
CINCINNATI, OH 45217
613.242.2051
FAX: 613.242.0816

PROFESSIONAL SEAL

ENGINEER'S SEAL APPLIES TO DESIGN
OF STRUCTURAL COMPONENTS ONLY



Electric Bus Charger Overhead Support Structure



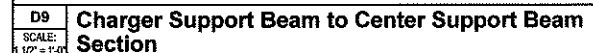
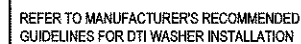
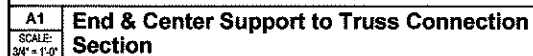
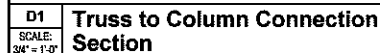
FOR
Foothill Transit

RELEASE RECORD

MARK	DATE	DESCRIPTION
-	05/20/19	ADDITIONAL NOTES
-	02/22/19	CONSTRUCTION SET
-	02/01/19	CONSTRUCTION SET
-	01/16/19	SS Drawing Set
-	12/07/18	90% REVIEW SET
-	11/28/18	90% REVIEW SET
-	10/03/18	50% REVIEW SET
-	08/24/18	50% REVIEW SET

PROJECT INFORMATION

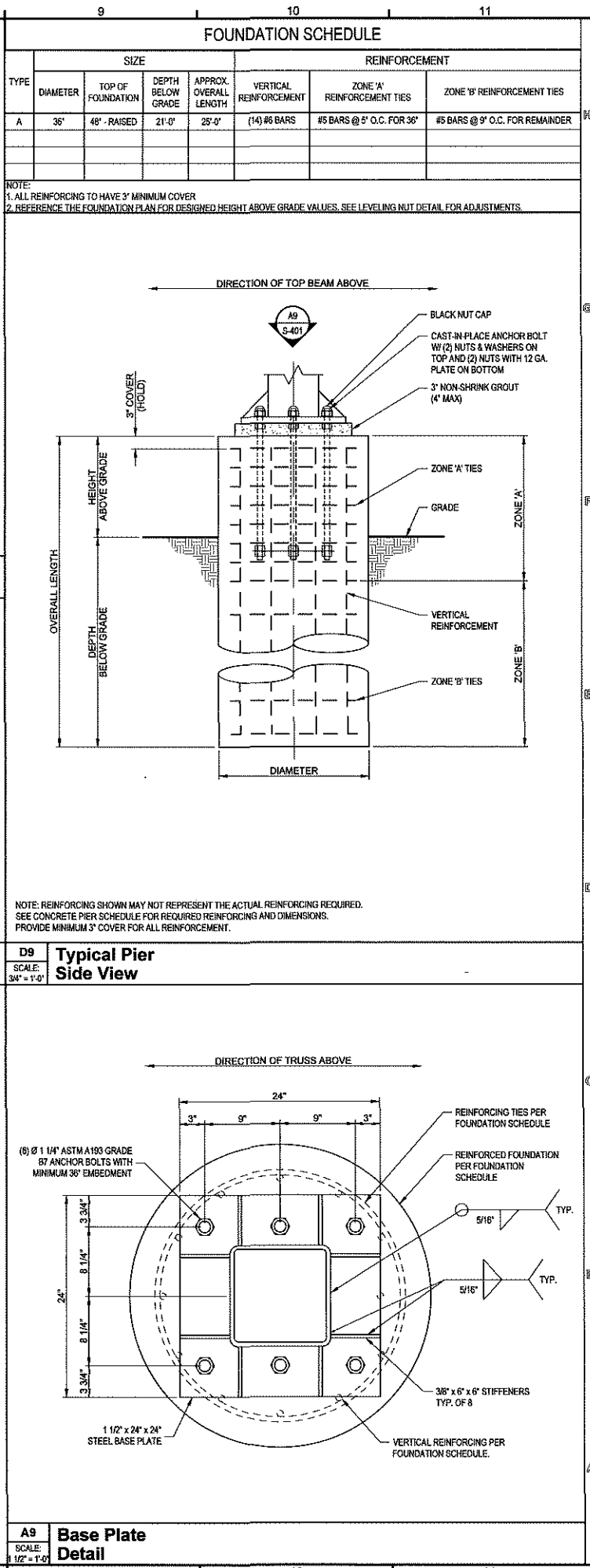
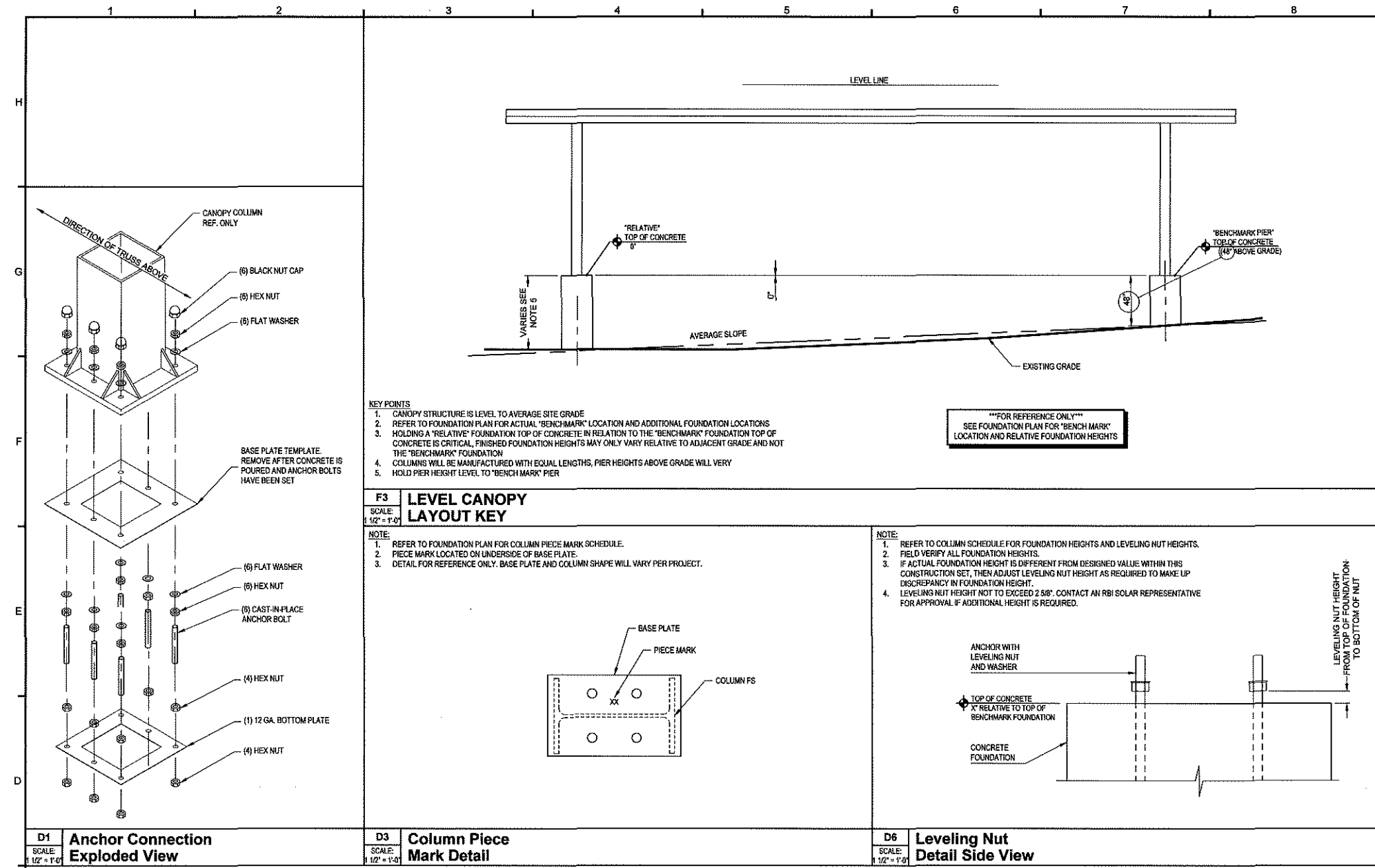
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5640 PECK RD. IRVINDALE, CA 91760	
RBI SOLAR PROJECT No.: 1870058	
DRAWN BY: KW	REVIEWED BY: BF
SHEET TITLE: STRUCTURE SECTION	
SHEET No.: S-301	



Electric Bus Charger Overhead Support Structure



S-302



5513 VINE STREET
CINCINNATI, OH 45217
513.242.2051
FAX: 513.242.0816

PROFESSIONAL SEAL

Electric Bus Charger Overhead Support Structure

FOR

Foothill Transit

RELEASE RECORD

DATE	DESCRIPTION
05/20/19	ADDITIONAL NOTES
02/22/19	CONSTRUCTION SET
02/01/19	CONSTRUCTION SET
01/18/19	SS Drawing Set
12/07/18	90% REVIEW SET
11/29/18	90% REVIEW SET
10/03/18	50% REVIEW SET
08/24/18	60% REVIEW SET

PROJECT INFORMATION

TITLE & ADDRESS:
PROTERRA

5640 PECK RD.
IRVINDALE, CA 91760

RBI SOLAR PROJECT No.:
1870058

DRAWN BY: KW
REVIEWED BY: BF

SHEET TITLE:
FOUNDATION DETAILS

SHEET No.:
S-401



Digitally signed
by Haytham,
Nablsi
Date: 2019.06.27
14:56:00 -07'00'

S:\RBI Solar\Design\2019 Job\Drawings\1870058.dwg, 5/20/2019 10:16:17 AM, bwells
USER: KWOLOFE PLOTTED: 5/23/2019 1:10:18 AM S:\RBI Solar\Design\2019 Job\Drawings\1870058.dwg - Protterra-Electric Bus Canopy\Drawings\1870058.dwg LAYOUT: S-401



**CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT**
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION



Date: July 31, 2019 **Agenda Item No. 3-A**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Manager/City Planner

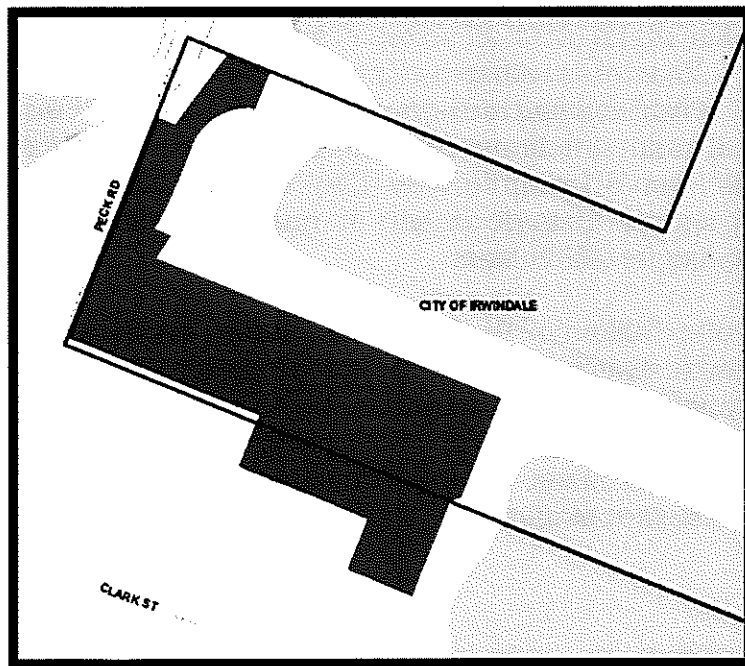
Project Planner: Edwin Arreola, Planning Technician

Project: Site Plan and Design Review (DA) No. 01-2019
Canopy over proposed electric vehicle charging stations

Applicant: David Nguyen, Proterra, Inc. on behalf of Foothill Transit

Property Owner: Foothill Transit

Project Location: 5640 Peck Road
(APN's 8532-007-908, 8532-007-909 & 8532-007-914)



Staff Recommendation: That the Planning Commission recommend approval to the City Council of Site Plan and Design Review (DA) No. 01-2019 subject to the attached Conditions of Approval.

REQUEST

The Applicant, Foothill Transit, a public agency, is requesting a Site Plan and Design Review (DA) for the construction of a new $\pm 8,100$ square foot steel and concrete solar canopy over the existing bus parking lot on the Foothill Transit maintenance and operations facility located at 5640 Peck Road, Irwindale, CA 91706 in the M-1 (Light Manufacturing) Zone. Fourteen (14) electric vehicle direct current (DC) chargers will be installed underneath the canopy, with new electrical service provided by Southern California Edison (SCE). The electric vehicle DC chargers are not a part of this Site Plan & Design Review. The plans for the DC charges were submitted separately to the Building and Safety Department and approved in June 2019.

The facility is located in the Cities of Irwindale and Arcadia. The canopy would be constructed primarily on the Irwindale side of the property with an approximate 4'-0" encroachment into Arcadia for the support beams of the canopy.

BACKGROUND/HISTORY

On November 4, 1999, in order to establish the Foothill Transit operations and maintenance facility, the City approved a Zoning Ordinance amending the Municipal Code to permit, "a bus operation and maintenance facility with the approval of a Conditional Use Permit on the Project Site". The applicant also received the approval for Conditional Use Permit No. 99-7 in order to allow the construction and operation of the bus operation and maintenance facility.

The entire site occupies a total of 11.45 acres of land, of which 10.19 acres is within the City of Irwindale and 1.26 acres is within the City of Arcadia. The initial construction of the site was done in 2001 which included the administration/operations building, maintenance building, and fuel and wash structures. An extension to the maintenance building was approved through Site Plan & Design Review (DA) No. 03-2006 in December 2006. The current total building square footage on site is roughly 70,000 square feet. This site currently provides parking for 223 buses.

In December 2018, the California Air Resources Board issued a regulation requiring public transit agencies to switch their fleet to zero emissions by 2040. Foothill Transit's executive board approved an initiative to have a 100% electric fleet by 2030. The agency currently owns 373 buses in total, all of which run on compressed natural gas (CNG) except for 33 electric battery buses. Foothill Transit is currently installing electric vehicle DC chargers in their bus yard as part of its 100% bus fleet electrification project.

GENERAL PLAN AND ZONING

The project site is designated as Industrial/Business Park. The property is currently zoned M-1 (Light Manufacturing). The following zones and uses surround the site:

Direction	Existing Land Use	Zoning District
North	Peck Road Gravel Pit	Q, Quarry
South	Warehouse/Manufacturing	City of Arcadia
East	Hanson Quarry	M-2, Heavy Manufacturing
West	Warehouse/Manufacturing	City of Arcadia

ENVIRONMENTAL REVIEW

The proposed project is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15311 (Class 11; Accessory Structures), which exempts the construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities.

SITE PLAN AND DESIGN REVIEW

Pursuant to the provisions of Chapter 17.70 (Site Plan and Design Review) of the IMC, "No person shall construct any building or structure or make structural and physical improvements, additions, extensions and/or exterior alterations, and no permit shall be issued for such construction until the site plan and design review has been submitted to, reviewed by, and approved in accordance with this chapter. The property may only be developed, used and maintained in accordance with the approved site plan and design review."

PROJECT DESCRIPTION

The canopy structure is being installed for Foothill Transit in order to accommodate future solar panel installation that will provide power to electric vehicle DC chargers being installed underneath the canopy. The chargers will provide service to Foothill Transit's electric bus fleet for up to 14 buses at a time. The current project will not include solar panels. Foothill Transit's future plans call for the installation of solar panels beginning in 2021 and will be phased in as additional electric buses are purchased to replace retiring CNG powered buses. The structure will occupy an area of ±8,100 square feet on the east side of the property over existing bus parking.

The proposed canopy and structure base construction consists of the following:

1. 25'-3-5/8" tall canopy structure (approximately 90'-0" long x 90'-0" wide – 8,100 square feet)
2. Four (4) 12'-0" long x 12'-0" wide x 0'-9" deep concrete slabs at the base of the four (4) support beams for the canopy
3. Bollards to protect adjacent equipment and the canopy structure

Due to the encroachment of the canopy into the City of Arcadia by approximately 4'-0", the City of Arcadia Building and Safety and Planning Departments were routed sets of plans for their review. They had no additional comments or conditions necessary for this project.

The entire site occupies a total of 11.45 acres of land over twelve (12) parcels, of which 10.19 acres is within the City of Irwindale and 1.26 acres is within the City of Arcadia. Many of the parcels are on-site are joined through lot ties. Additionally, the parcels will be merged as one through a lot line adjustment application, which has been included as a condition of approval prior to building permit issuance.

Elevations/Building Height

The M-1 (Light Manufacturing) zone has a maximum height requirement of 35'-0". The proposed height of the canopy itself is a total of 25'-3-5/8" placing it under the maximum allowed height by over nine (9) feet. The proposed installation will be primarily composed of steel beams.

The canopy is being constructed for the future installation of roof solar panels. Section 17.68.010 – Height of penthouses and roof structures states: Penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building; fire or parapet walls, skylights, towers, roof signs, flagpoles, chimneys, smokestacks, wireless masts and similar structures may be erected above the height limits prescribed by this title. Therefore, the additional height accumulated by the placement of roof solar panels will not be subject to the maximum height requirement of 35'-0" in the M-1 (Light Manufacturing) zone. The canopy structure itself, however, will still be subject to the maximum height requirement.

The west elevation will not be visible from the public right-of-way (Peck Road) as the administration/operations and maintenance buildings are located in the line of sight. The south elevation does not face a main arterial and is not readily visible from the public right-of-way (Clark Street). The north and east elevations will face into the adjacent mining pits which are not near any public right-of-ways.

Parking

Parking will be unaffected by the installation of the canopy as it will be placed over existing parking stalls.

Setbacks

The proposed construction meets all of the required setbacks.

Compliance with the Zoning Ordinance

The proposed project, with the recommended conditions of approval, will meet all other pertinent Development Standards for the M-1 (Light Manufacturing) zone.

ANALYSIS

Before any Site Plan and Design Review is approved, the applicant must show, to the satisfaction of the Planning Commission and the City Council, the existence of the following findings of fact. Staff has determined that the findings can be made based on the analysis below:

1. The proposed project is in conformance with the General Plan, zoning ordinance, and other ordinances and regulations of the City. The existing use is permitted by

Conditional Use Permit No. 99-7 and all related modifications and is currently in compliance with all zoning requirements. The zoning and general plan designation are compatible with the existing use and the proposed improvement is not intensifying the use, as it is being constructed over existing bus parking stalls to provide service to Foothill Transit's electric bus fleet, a public transit agency;

2. The proposed project would have been in conformance with any redevelopment plan and regulations of the community redevelopment agency and any executed owner's participation agreement or disposition and development agreement

This finding is no longer applicable as Irwindale Community Redevelopment Agency no longer exists. There are also no owner's participation agreement or disposition and development agreement involved.

3. The following are so arranged as to avoid traffic congestion, to ensure the public health, safety, and general welfare, and to prevent adverse effects on surrounding properties:
 - a. Facilities and improvements,
The proposed improvement will have little impact on the existing operations and functions already occurring on-site.
 - b. Pedestrian and vehicular ingress, egress, and internal circulation,
Access to the site will remain unchanged. Buses currently enter and leave the project via the driveway on Peck Road. Construction of the canopy at the rear of the property will not interfere with access to the site. This access is controlled by a vehicle-activated traffic signal that is aligned with an existing driveway on the west side of Peck Road. The proposal will produce virtually no extra traffic. No additional roadways will be required for the construction and operation of this project. Emergency access is provided from the southwest corner of the site via Kardashian Avenue to Clark Street.
 - c. Setbacks,
The project has been designed to comply with the required minimum setbacks for the M-1 (Light Manufacturing) zone.
 - d. Height of buildings,
The M-1 (Light Manufacturing) zone has a maximum building height of 35'-0" and the proposed canopy height measures 25'-3-5/8".
 - e. Signs,
No existing signage will be affected by the improvement to the site.
 - f. Mechanical and utility service equipment,
No mechanical or utility service equipment will be readily visible from the public right-of-way.

- g. Landscaping,
The location of the proposed improvement is completely paved and will not eliminate any existing landscaping.
 - h. Grading,
There is no large scale grading proposed on site.
 - i. Lighting,
There are no additional light fixtures that will be added as a result of this project. Furthermore, no existing light fixtures will be removed as a result of this project
 - j. Parking,
The proposed installation will be located over fourteen (14) existing bus parking stalls. No additional parking will be required.
 - k. Drainage, and
Existing drainage will not need to be improved as a result of this project.
 - l. Intensity of land use.
The canopy and accessory equipment, which are ancillary uses, will not intensify the uses permitted under Conditional Use Permit No. 99-7.
4. The proposed development is consistent with applicable city design guidelines and historic design themes, and provides for appropriate exterior building design and appearance consistent and complementary to present and proposed buildings and structures in the vicinity of the subject project while still providing for a variety of designs, forms and treatments.

Per IMC Section 17.70.010, subsection B.2, new structures comprising less than thirty percent of the total existing floor area within an existing corporate campus or similar development, when in compliance with all other city ordinances, are exempt from the commercial and industrial design guidelines, subject to the discretion of the planning commission or city council, as applicable. Corporate campuses are those that are planned, organized, and managed to function as a unified whole and featuring all of the following: common driveways, common parking, common signage plan, and common landscaping plan. The Foothill Transit Maintenance and Operations Facility is a corporate campus that includes administrative offices, maintenance structures and bus parking on a ±11.45 acre site. The proposed structure is an open canopy, unlike the primary focus in the design guidelines, which are fully enclosed buildings and structures and it comprises less than two percent of the total existing floor area within the campus. The design of the canopy, although functional in nature, will contribute to the sustainability of public transit and is therefore in the best interest of the surrounding community.

CONCLUSION

That the Planning Commission take the following action:

1. Adopt Resolution No. 765(19) recommending that the City Council approve the proposed Site Plan and Design Review (DA) with the attendant Conditions of Approval.

Alternative Actions:

2. Request that staff prepare a resolution of denial based on recommended Findings of Fact to be brought back at the next regularly scheduled Planning Commission meeting for adoption; OR
3. Request that the applicant revise the project and continue the hearing to a date certain.

ATTACHMENTS

Exhibit A: Resolution No. 765(19) with Conditions of Approval

Exhibit B: Site Plan and Elevations